



GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS OF SALE OF SPEAKERS ACADEMY® AS FILED TO THE COURT REGISTRY OF THE COURT OF ROTTERDAM

Artikel 1 - GENERAL

- 1.1 These terms and conditions are applicable to all e-mails, offers, quotations, assignments, agreements and invoices with the Principal with regard to the providing of services and with the sale and delivery of goods in the broadest sense, such as the contracting of speakers, chair persons for one-day events, presenters, columnists, advisors, consultants, interviewers, writers, poets, artists and the like and the making available of person, rooms and materials.
- 1.2 In these General Terms and Conditions of Sale the Principal is taken to mean: the person who orders the contracting of one or more Contractors and/or has assigned the further organization of a conference, meeting, festivity, event and/or production to Speakers Academy®.
- 1.3 In these General Terms and Conditions of Sale Contractor(s) is taken to mean: any person who has undertaken towards Speakers Academy® to render some kind of (artistic) performance or service for the purpose of the execution of an agreement with the Principal, or otherwise to supply goods and/or provide services, such in the broadest sense.

Artikel 2 - SCOPE OF APPLICATION

- 2.1 Clauses, including clauses that were incorporated in the General Terms and Conditions of the Contractor and/or the Principal, which deviate from the terms and conditions mentioned above, shall bind Speakers Academy® only to the extent that these terms and conditions have been explicitly agreed upon and/or accepted by Speakers Academy® in writing. Terms and conditions of the Contractor and/or the Principal are not applicable, unless Speakers Academy® has accepted these terms and conditions in writing.
- 2.2 If Speakers Academy® contracts third parties for the execution of the agreement, it is authorized to invoke all defences against the Principal that such third parties can invoke against Speakers Academy®.
- 2.3 In the event of variance between the clauses of these General Terms and Conditions of Sale and the agreement entered into with the Principal, the General Terms and Conditions of Sale shall prevail, unless the application of the relevant article of the General Terms and Conditions of Sale is expressly excluded in the agreement. Any deviation from these General Terms and Conditions of Sale in an agreement shall not affect the validity of the other General Terms and Conditions of Sale.
- 2.4 Clauses of these General Terms and Conditions of Sale that according to their nature are intended to remain effective also after the lapse of the agreement shall remain effective between parties also after the lapse of this agreement.

Artikel 3 - OFFERS

- 3.1 All offers of Speakers Academy® are free of obligation. An agreement with Speakers Academy® is entered into only if Speakers Academy® has confirmed the order placed by the Principal in writing or by e-mail, whereby the order of the Principal shall be an offer and the order confirmation by Speakers Academy® an acceptance of that offer.
- 3.2 Additions and amendments to the agreement shall exclusively be effected in writing. Speakers Academy® shall not be bound by oral commitments, unless such commitments were confirmed in writing.
- 3.3 Additional activities at the request of the Principal that are not part of the agreement shall be charged by Speakers Academy® to the Principal separately. Additional activities are taken to mean: any services provided and deliveries made by Speakers Academy® for the Principal that were not mentioned in the order confirmation and/or agreement.
- 3.4 Speakers Academy® shall not be bound by offers, wherein apparent slips of the pen or miscalculations appear. Distortions in e-mails and inaccurate statements by phone, fax and the like cannot be construed to the detriment of Speakers Academy®, insofar as such inaccuracies cannot be attributed to Speakers Academy®.
- 3.5 If the Principal is a minor, a statutory representative shall co-sign the contract.

Artikel 4 - PRICES

- 4.1 Price statements are always made on the basis of the prices prevailing at the date of the offer and/or order.
- 4.2 If a presentation, chairmanship for a one-day event or other performance of the Contractor is to take place in full or in part in a language other than Dutch, a surcharge of at least €550,- (in words: five hundred and fifty Euros) shall be charged, unless the contrary has been agreed upon in writing.
- 4.3 Unless the contrary has been agreed upon in writing, all prices are exclusive of VAT, reimbursements for copyrights and neighbouring rights, royalties and other charges. Speakers Academy® shall charge such surcharges, to the extent applicable, to the Principal separately.
- 4.4 The Contractor is himself responsible for any payroll taxes and social security contributions regarding the reimbursements he/she is entitled to arising from the agreements entered into with Speakers Academy® and the Principal. The Contractor indemnifies Speakers Academy® and the Principal against such claims of third parties.

Artikel 5 - PAYMENT

- 5.1 Subject to explicit provisions to the contrary, the Principal shall pay the total fee agreed upon no later than 10 days prior to the first date of performance, without the Principal being entitled to compensation, save insofar as the law expressly provides the contrary.
- 5.2 If the Principal fails to effect payment in due course, the Principal shall be in default by operation of law. In that case the Principal shall owe the statutory interest in respect of the outstanding amount without prior notice of default, and a compensation with regard to out-of-court expenses that, without any evidence of the amount of these costs being required, are fixed at 15% of the outstanding amount.
- 5.3 If the Principal fails to effect payment in due course or not at all, Speakers Academy® is entitled to suspend the fulfilment of its obligations by reason of the agreement, or to dissolve the agreement, in which latter case the Principal shall owe at least the compensations mentioned in article 10 paragraphs 1 and 2.
- 5.4 Payment shall be effected only to Speakers Academy® or to a representative to be appointed by it.. The Principal is not authorized to effect payments to the Contractor.
- 5.5. If the Principal is in default of payment of any amount by more than 30 days, the Principal shall owe an immediately payable penalty of two percent of the total compensation agreed upon, notwithstanding the right of Speakers Academy® to demand compliance, out-of-court expenses, statutory interest and/or full damages.
- 5.6 If the Principal is in default of payment of any invoice by more than 60 days, Speakers Academy® is entitled to suspend all its obligations arising from current agreements with the Principal and/or dissolve these agreements, notwithstanding the right of Speakers Academy® to demand compliance, out-of-court expenses, statutory interest and/or full damages.

Artikel 6 - DELIVERY AND RETENTION OF TITLE

- 6.1. The title to the goods delivered shall remain with Speakers Academy® until the Principal has fully complied with all its obligations arising from the agreement or other agreements existing at the time of delivery between Speakers Academy® and the Principal.
- 6.2 The risk of the goods shall pass to the Principal at the time of delivery.
- 6.3 The Principal is obliged to take all measures for a quick unloading and collection of the goods, in default of which Speakers Academy® shall unload and store the goods at the expense and risk of the Principal.. In that case Speakers Academy® shall have fulfilled its duty to deliver.

Artikel 7 - DELIVERY TIMES

Unless the contrary has been agreed upon in writing, dates and times of execution of the agreement have been fixed in accordance with article 9 and shall not be a fatal term for Speakers Academy®. Upon exceeding the delivery time Speakers Academy® shall not be liable for damage suffered by the Principal, and the Principal shall not be entitled to dissolve the agreement.

Artikel 8 - COMMITMENTS AND CLAUSES REGARDING THE PERFORMANCE

- 8.1 The Principal provides for professional facilities, as provided in the agreement and/or discussed with the Contractor or its representative. Professional facilities are taken to include: audio equipment, audiovisual means, microphone, screen, beamer, chair, light, a stage and the like in the broadest sense. The Principal guarantees that these facilities have been set up in a timely manner, are in a good state of repair and meet any safety standards.
- 8.2 If so desired by the Contractor, the Principal shall furnish a separate lockable (dressing or **socializing) room, as well as parking facility in the immediate vicinity of the location of the execution of the agreement.
- 8.3 The Principal shall provide for a sociable ambience during the meeting.
- 8.4 The number of persons stated in the agreement that attends the performance of the Contractor as a participant/visitor/guest, is binding. If this number is exceeded, Speakers Academy® is entitled to either refuse the performance in front of more persons than agreed upon, or subject the performance to additional conditions.
- 8.5 The Contractor is himself deemed to own all documents needed for his performance, such as work and residence permits. Speakers Academy® is not liable for any damage arising from the lack of such documents.
- 8.6 The Principal is not permitted to ask the Contractor for information regarding fees, addresses, phone numbers, or any other information concerning the relation the Contractor has with Speakers Academy®.
- 8.7 The Principal guarantees the safety of the Contractor, such at the discretion of Speakers Academy® or the Contractor.
- 8.8 If the Contractor acts outside the Netherlands or outside the country where he/she has his place of residence, the Principal is responsible for the strict compliance with the laws and regulations prevailing in that country. In case of doubt the Principal shall immediately contact Speakers Academy®.
- 8.9 If the Principal has failed to fulfil the obligations mentioned in this article, Speakers Academy® is not bound to fulfil its obligations, nor shall it be liable for damage as a result of the failure to fulfil said obligations, notwithstanding the obligation of the Principal to pay full damages as agreed upon.

Artikel 9 - ABSENCE OF THE CONTRACTOR

- 9.1 In the event that the Contractor is absent due to illness, an emergency, an important obligation or occupational responsibility or other unforeseen circumstances Speakers Academy® shall
- in consultation with the Principal postpone the performance to another date; or
 - in consultation with the Principal provide a replacement, whereby the possible change in price will be discussed with the Principal in advance; or
 - If Speakers Academy® and the Principal fail to reach agreement on this matter, dissolve the agreement while reimbursing any advance payments made.
- 9.2 Speakers Academy® is not bound towards the Principal to compensate for damage suffered by the Principal as a result of the absence of the Contractor.

Artikel 10 - TERMINATION OF THE AGREEMENT

- 10.1 The Principal may terminate the agreement in full or in part prior to, or no later than at the first agreed date of the execution, in which case the Principal shall owe the following termination charges:
- up to 15 days prior to or at the first date of the execution of the agreement: 100% of the agreed compensation;
 - 16 to 30 days prior to the first date of execution of the agreement: 75% of the agreed compensation;
 - 31 days or more prior to the first date of execution of the agreement: 50% of the agreed compensation.
- 10.2 If the terminated services/deliveries as referred to in the previous paragraph are intended to be provided and/or made by third parties hired by Speakers Academy®, the Principal shall owe, in addition the costs mentioned in the previous paragraph, also the termination charges that Speakers Academy® owes to third parties.
- 10.3 Speakers Academy® is entitled to dissolve the agreement with immediate effect if the Principal:
- makes improper use of the services of Speakers Academy®;
 - acts contrary to the good name or interests of Speakers Academy®;
 - spreads information or acts otherwise contrary to (inter)national laws and regulations or to what is in accordance with generally accepted standards;
 - spreads discriminatory information or acts in an otherwise discriminatory manner in respect of appearance, race, religion, sex, culture and origin;
 - applies for its bankruptcy or is declared bankrupt;
 - applies for a moratorium of payments or is granted a moratorium of payments;
 - sells or liquidates its company.
- In these cases the Principal shall reimburse to Speakers Academy® all costs already incurred for the purpose of the execution of the agreement and Speakers Academy® shall not be liable for damage arising from the non-fulfilment and/or premature termination of the agreement.
- 10.4 Termination of the Agreement shall be effected by registered letter. The date of receipt of this registered letter by Speakers Academy® shall be used in order to establish the termination charges.

Artikel 11 - LIABILITY

- 11.1 The Principal shall disclose defects in the compliance with the agreement within a reasonable term after these defects were established to Speakers Academy® by registered letter. As reasonable term shall be a term of five days after the execution of the agreement has been completed. The date of receipt of this registered letter by Speakers Academy® shall be used in order to establish the termination charges. The fulfilment of the agreement shall be deemed to have been properly executed by Speakers Academy® if the Principal has not lodged a complaint within the terms stated in this article. Complaints lodged after this term shall therefore not be dealt with.
- 11.2 All rights of the Principal to demand compensation, dissolution or fulfilment in case of defaults in the fulfilment of the agreement shall lapse seven days after completing the execution of the agreement.
- 11.3 The Principal is not authorized to suspend its obligations arising from the agreement or offset said obligations against claims, by any reason whatsoever, against Speakers Academy®.
- 11.4 Speakers Academy® accepts no single liability towards third parties for damage by any nature whatsoever, regardless of the cause, save for damage caused by intent or gross negligence on the part of Speakers Academy®. The Principal indemnifies Speakers Academy® against such claims of third parties.
- 11.5 The Principal is liable for all damage to property given in use by or on behalf of Speakers Academy® to the Principal. The Principal indemnifies Speakers Academy® against any claims and expenses in this regard.

Artikel 12 - FORCE MAJEURE

- 12.1 To the extent that this article does not provide the contrary, Speakers Academy® is in no event liable for non-fulfilment or untimely fulfilment as a result of *force majeure*. In such cases Speakers Academy® shall immediately notify the Principal on the nature and the expected duration and effects of the *force majeure*.
- 12.2 *Force majeure* is taken to include, albeit not exclusively:
- armed conflict, (civil) war, insurrection, civil commotion, riots, mutiny, and claim as these terms have been defined in the text of the Dutch Association of Insurers, filed under no. 136/1981, Court of The Hague;
 - an announcement by the authorities of national mourning;
 - Effects of a nuclear reaction, regardless of what caused such a reaction;
 - illness or incapacity for work of the Contractor;
 - interruptions in the arranged supply of goods to be delivered by third parties and in the supply of water and energy;
 - hindrances caused by measures, laws or decisions of international, national and regional (government) bodies.
- 12.3 In case of *force majeure* Speakers Academy® is authorized during 30 days after the agreed date of execution of the agreement to still fulfil its obligations. During this period the Principal is only authorized to dissolve the agreement with due observance of the provisions article 10 paragraphs 1 and 2.
- 12.4 After the lapse of the term mentioned in the previous paragraph the Principal and Speakers Academy® are entitled to terminate the agreement without judicial intervention or prior notice of default. In that case Speakers Academy® shall refund any advance payments while deducting the costs incurred in reasonableness.

Artikel 13 - NON-COMPETITION

- 13.1 The Principal is not permitted, during five years after the execution of the agreement, to allow employees of Speakers Academy® and/or Contractors to perform activities in any way whatever for it or on its behalf.
- 13.2 On each violation of the previous paragraph the Principal, without a prior notice of default being required, shall forfeit an immediately payable penalty of twice the amount for the relevant employee or Contractor, but at least €2,000,- (in words: two thousand Euros) for each employee and/or Contractor per day or per act, notwithstanding the right of Speakers Academy® to demand compliance and/or full damages.

Artikel 14 - DISPUTES

- 14.1 All agreements entered into by Speakers Academy® are subject to the law of the Netherlands.
- 14.2 Any disputes are submitted to the competent court in Rotterdam, notwithstanding the right of Speakers Academy® to summon before the competent court in the place of residence and/or place of incorporation of the Principal.

Artikel 15 - ADDITIONAL CLAUSES

- 15.1 Without prior written permission of Speakers Academy® the Principal or third parties admitted to the performance by the Principal are not permitted:
- to make photo, film, video, audio or other recordings or coverage of the performance of the Contractor;
 - to admit journalists or other agents of the press to the performance of the Contractor;
 - to use the name and/or image of the Contractor in promotional expressions via any medium whatever, save for targeted mailings and/or invitations to the meeting
- 15.2 On each violation of the prohibitions contained in the previous paragraph the Principal, without prior notice of default being required, shall forfeit an immediately payable penalty of € 10,000,- (in words: ten thousand Euros), and a penalty of € 5,000,- (in words: five thousand Euros) for each day or part thereof that the violation continues, notwithstanding the right of Speakers Academy® to demand compliance and/or full damages.
- 15.3 Without the written permission of Speakers Academy® the Principal is not permitted to transfer its rights and/or duties arising from this agreement in full or in part to third parties.
- 15.4 The Principal is deemed to be familiar with the achievements and the personality of the Contractor.
- 15.5 If applicable, the Principal shall be bound to have the licences regarding copyrights and neighbouring rights at its own expense. The Principal indemnifies Speakers Academy® against any effects arising from not owning these licences.
- 15.6 Any clause herein that is in full or in part null and void, voidable or otherwise inapplicable shall not affect other clauses. Each void, voidable or otherwise inapplicable clause shall be replaced by a valid clause, which in terms of the purport is in accordance with the inapplicable clause as far as possible.