



TERMS AND CONDITIONS

OF:

Hostesses van Oranje – based and registered at Turbinestraat 1 1014 AV Amsterdam

hereinafter referred to as: user

Article 1 Definitions

1. In these terms and conditions, the below terms are used in the following sense, unless explicitly stipulated otherwise.

User: the user of the terms and conditions.

Client: the other party.

Contract: the service contract.

Article 2 General

1. These terms and conditions apply to all offers, quotes and contracts valid between the user and a client, to which the user has declared these terms and conditions applicable, insofar as the parties have not explicitly and in writing departed from these terms and conditions.
2. The terms and conditions in hand likewise apply to all contracts with the user that are executed in conjunction with third parties.
3. Potential departures from these terms and conditions are only valid if explicitly agreed upon in writing.
4. The applicability of possible purchase or other conditions of the client are explicitly rejected.
5. If one or more of the provisions in these terms and conditions are invalidated or annulled, the remaining provisions of these terms and conditions remain in full force. In such a case, the user and the client will negotiate new provisions to replace the invalidated and/or annulled provisions, taking into account to the greatest extent possible the aim and scope of the original provisions (also see section 1 of commentary on individual articles).

Article 3 Offers and quotes

1. All offers are obligation-free unless an acceptance period is stipulated.
2. All quotes provided by the user are obligation-free and are valid for a period of 30 days unless otherwise stipulated. The user is only obligated by a quote if acceptance thereof is confirmed by the other party in writing within 30 days unless otherwise stipulated. Unless otherwise agreed, the client must confirm an order at least 3 weeks prior to the commencement date. If confirmation is not received, the user cannot guarantee that the assignment will be completed in full and/or according to set quality standards.
3. Prices and the aforementioned offers and quotes are exclusive of VAT and other levies imposed by authorities, as are potential costs incurred within the context of the contract, including delivery and administration costs, unless otherwise stipulated.
4. By signing an order, estimate, contract and/or associated addendums, the client obligates itself definitively. Orders will be executed by Hostesses van Oranje unless Hostesses van Oranje has informed the client in writing prior to the date of commencement that it is not accepting the assignment.



5. If (details of) acceptance depart from the offer mentioned in a quote, the user is not bound by it. In such a case, a contract will not be established in line with this departing acceptance unless otherwise stipulated by the user.
6. A compound estimate does not obligate the user to execute part of the assignment at a corresponding percentage of the quoted price.
7. Offers or quotes do not automatically apply to future assignments (also see section 2 of commentary on individual articles).

Article 4 Execution of the contract

1. The user will execute the contract in good faith, performing all activities on the basis of current social values and standards.
2. The user will execute an order in line with a schedule compiled by it. Such a schedule will be presented to the client in draft form in all cases, after which it must be confirmed by the client.
3. If and insofar as required by the contract for the purpose of thorough execution, the user has the right to outsource certain tasks to third parties.
4. The client must ensure that all information, which the user deems necessary or that the client within reason should understand is necessary for the execution of the contract, is provided to the user in good time. If the information necessary for execution of the contract is not provided to the user in good time, the user has the right to suspend execution of the contract and/or to recover extra costs at the customary rate from the client that may be incurred due to delays.
5. The user will not be held liable for any losses whatsoever resulting from the use of incorrect and/or incomplete information provided by the client, unless such incorrect or incomplete information had been made known to the user.
6. If the parties agree that the contract is executed in phases, the user can suspend tasks forming part of an upcoming phase until such a time as the client has approved the results of the preceding phase in writing.
7. If tasks within the context of the assignment are performed by the user or by a third party assigned by the user at the premises of the client or at a location stipulated by the client, the client must provide the required facilities free of charge.
8. The client indemnifies the user from possible claims from third parties that suffer losses during execution of the contract. These are for the account of the client (also see section 4 of commentary on individual articles).

Article 5 Amendment of the contract

1. If, during execution of the contract, it emerges that tasks must be amended or supplemented to ensure thorough execution, the parties will accordingly amend the contract mutually and in good time.
2. If the parties agree to the amendment or supplementation of the contract, the date of completion can be affected. The user will inform the client about this as soon as possible.
3. If amendment or supplementation of the contract has financial and/or quality implications, the user will inform the client about this in advance.
4. If a set fee has been agreed upon, the user will indicate to what extent amendment or supplementation of the contract will result in this set fee being exceeded.
5. In departing from section 3, the user may not levy additional charges if an amendment or supplement is the result of circumstances that can be attributed to the user (also see section 3 of commentary on individual articles).



Article 6 Duration of contract; execution period

1. The contract established between the user and a client is concluded for an unspecified period, unless the nature of the contract suggests otherwise or if the parties explicitly agree otherwise in writing.
2. If, within the runtime of the contract, a period applicable to the completion of certain tasks has been agreed upon, this can never be considered a deadline. If the completion period is exceeded, the client must inform the user about this in writing (also see section 3 of commentary on individual articles).

Article 7 Fee

1. Sections 2, 5, 6, 7 and 8 of this article apply to offers and contracts for which a fixed fee is offered or agreed upon. If no fixed fee is agreed upon, sections 3 to 8 of this article apply.
2. The parties can agree upon a fixed fee when the contract is established.
3. If no fixed fee is agreed upon, the fee will be determined on the basis of the actual hours worked. The fee is determined according to the customary hourly rate of the user and applies to the period during which tasks are performed, unless a different hourly rate has been agreed upon.
4. The fee and potential cost estimates are exclusive of VAT.
5. 50% of the order total must be paid in advance by the client (30% on confirmation of the order at least 4 weeks prior to the commencement date and the remaining 20% on the commencement date). The balance is invoiced in arrears.
6. If the user and the client agree upon a fixed fee or hourly rate, the user nonetheless has the right to increase this fee or rate. If the user can prove that rates or prices have significantly changed with respect to e.g. wages, the user has the right to pass on such price increases. The user may also increase the fee if, during the performance of tasks, it emerges that the originally agreed upon or expected amount of work has been underestimated to such an extent when the contract was concluded – by no fault of the user – that the user cannot within reason be expected to perform the agreed upon tasks at the originally negotiated rate.
7. In cases other than those mentioned in article 7 section 6, the client has the right to terminate the contract if the fee or rate is increased within three months of establishment of the contract. Once this period has passed, the client has the right to terminate the contract if the increase amounts to more than 10%. The client does not have the right to terminate the contract if an increase in the fee or rate is required by law.
8. The user will notify the client about any intention to increase the fee or rate in writing. In doing so, the user will stipulate the date on which the increase takes effect.
9. If the client does not wish to accept the increased fee or rate as stipulated by the user, the client has the right to terminate the contract in writing within seven working days of the aforementioned notification, or to cancel the assignment by the date – as stipulated by the user - on which the fee or rate adjustment would have come into force (also see section 4 of commentary on individual articles).

Article 8 Payment

1. Payment must be made within 14 days of the invoice date, according to a method stipulated by the user and in the currency charged. Objections to invoice amounts do not mean that payment obligations are suspended.
2. If the client neglects to pay within the 14-day period, it is legally in default. In such a case, interest amounting to 1.5% per month will be payable by the client, unless the legal interest



rate is higher, in which case the legal interest rate applies. Interest on the payable amount will be calculated from when the client is in default to when the full amount has been settled. Interest over any part of a month is calculated as interest over a full month.

3. If the client is faced with liquidation, bankruptcy, attachment of property or suspension of payment, any receivables owed to the user are payable immediately.
4. The user has the right to utilise payments made by the client to firstly reduce costs, to secondly reduce outstanding interest and to finally reduce the sum total and current interest. Without being considered in default, the user can reject a payment offer if the client indicates a different order of allocation. The user can reject full payment of the sum total if outstanding and current interest as well as costs are not paid.
5. If payment is made within 7 days following the due date, the user will not apply any surcharge.
6. If payment is made after 7 days following the due date, a surcharge of 3.0% will be payable by the client unless the parties have agreed otherwise in writing.
7. If the execution of an order must be halted because associated advertising is deemed unethical and /or a public order violation, or is banned for other reasons by legal means or by the Reclameraad (Advertising Standards Authority), the client is nonetheless obligated to pay the full order amount (also see section 5 of commentary on individual articles).

Article 9 Retention of title

1. All items supplied by the user, including manuals intended for use by promotional staff, designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the user.
2. The client is not permitted to offer as security or in any other way encumber items subject to retention of title.
3. If other parties acquire or intend to establish or assert rights to items supplied subject to retention of title, the client must inform the user as soon as can be expected within reason.
4. Items supplied by the user, which are subject to retention of title according to section 1 of this article, may never be sold on and may never be used as a payment resource.
5. If the user wishes to exercise the rights to retention of property as mentioned in this article, the client gives immediate and irrevocable permission to the user or to parties assigned by the user to access premises where the property of the user may be located for the purpose of retrieving said property.

Article 10 Collection costs

1. If the client defaults or delays in the (timely) fulfilment of its obligations, all reasonable costs related to non-legal collection are for the account of the client. If a claim is necessitated, collection costs are payable by the client in all cases. Collection costs are calculated in accordance with the collection rate relevant to collection cases as recommended by the Nederlandse Orde van Advocaten (Dutch Order of Advocates), with a minimum amount of € 300 and a maximum amount of € 3,000 per invoice applicable. If the user has outsourced collection, the maximum amount per invoice is increased to € 5,000, apart from legal costs determined by the court.
2. Further costs incurred by the user that have been necessary within reason also qualify for compensation.
3. Potential reasonable legal and execution costs are likewise for the account of the client (also see section 6 of commentary on individual articles).



Article 11 Investigation, complaints

1. In case of possible complaints by the client and/or consumers related to promotional activities, the client must notify the user in writing within 24 hours of a complaint and must include a clear description of the nature of the complaint. The notification must contain an as detailed as possible description of the shortcoming, so that the user is able to respond accordingly. Complaints are immediately investigated by the user. The results of an investigation will be communicated to the client within 2 x 24 hours. If necessary, a suitable solution will be negotiated.
2. The user can be held responsible for complaints related to the actions of promotional hostesses. The user cannot be held responsible for consumer complaints and general complaints about promotions.
3. If a complaint is legitimate, the user will still perform the tasks as agreed, unless completion has evidently become futile for the client in the meantime. In case of the latter, the client must inform the user in writing.
4. If continuation of the agreed tasks becomes futile or impossible, the user will only be held liable within the limits stipulated in article 13 (also see section 7 of commentary on individual articles).

Article 12 Termination

1. Either party can terminate the contract in writing at any time.
2. If the client terminates an assignment, the following amounts are charged:
 - Termination more than 2 weeks prior to the commencement date: 50% of the total order amount.
 - Termination less than 2 weeks prior to the commencement date: 100% of the total order amount.
3. If the contract is terminated by the client in the interim, the user is in all cases entitled to compensation in accordance with article 12.2, unless facts and circumstances surrounding the termination can be attributed to the user. The client is then also obligated to settle invoices for tasks performed to date. The provisional results of tasks performed to date will conditionally be made available to the client.
4. If the contract is terminated in the interim by the user, the user will arrange the transfer of uncompleted tasks to third parties in negotiation with the client, unless facts and circumstances surrounding the termination can be attributed to the client.
5. If the transfer of tasks result in extra costs incurred by the user, these are for the account of the client (also see section 8 of commentary on individual articles).

Article 13 Suspension and annulment

1. The user may suspend fulfilment of its obligations or annul the contract if:
 - a. the client does not – or does not fully – fulfil the obligations forthcoming from the contract.
 - b. following establishment of the contract, the user learns of circumstances that give reason to believe that the client will not fulfil its obligations. If there are good reasons to suggest that the client will only fulfil its obligations in part and not adequately, suspension will only be permitted insofar as the shortcoming justifies it.
 - c. the client was asked to provide collateral upon establishment of the contract to guarantee fulfilment of its obligations forthcoming from the contract, and such collateral remains outstanding or is insufficient.



2. Furthermore, the user has the right to annul the contract (or have it annulled) if circumstances of such a nature arise that fulfilment of the contract becomes impossible or cannot be expected in all fairness and reason, or if circumstances of such a nature arise that unchanged continuation of the contract cannot be expected within reason.
3. If the contract is annulled, any receivables owed by the client to the user are payable immediately. If the user suspends fulfilment of its obligations, it retains its rights forthcoming from the law and the contract.
4. The user reserves the right to claim compensation (also see section 9 of commentary on individual articles).

Article 14 Return of items supplied

1. If, in executing the contract, the user has supplied items to the client, the client must return these items within 24 hours in their original condition, in full and free of defects. If the client does not fulfil this obligation, all resulting costs are for its account.
2. If the client, for whatever reason and following adequate reminders, still remains in default in terms of the obligation mentioned in section 1, the user has the right to recover resulting losses and costs, including replacement costs, from the client.

Article 15 Liability

1. If the user is held liable, this liability is limited to what is stipulated in this article.
2. If the user is held liable for direct losses, this liability is limited to the maximum amount paid out by the insurer of the user, to the invoice amount at most in any case and to the part of the assignment to which the liability applies in any case. At all times, the liability of the user for direct losses is limited to a maximum of € 10,000 (in words: ten thousand Euro).
3. In departing from what has been stipulated in section 2 of this article, during an assignment with a runtime of longer than six months, liability is further limited to the percentage of the fee payable over the most recent six months.

Direct losses explicitly imply:

- a. reasonable costs incurred in determining the cause and scope of the loss, insofar as this determination is related to a loss within the context of these conditions;
 - b. potential reasonable costs incurred in order to ensure that poor performance by the user is accounted for according to the contract, unless such poor performance cannot be attributed to the user;
 - c. reasonable costs incurred to prevent or limit losses, insofar as the client can demonstrate that these costs have led to a limitation of direct losses within the context of these terms and conditions.
4. The user is never liable for indirect losses, including consequential losses, losses suffered due to product samples received by consumers, brand losses, loss of income, overlooked savings and losses due to stagnant trade.
 5. The limitations of liability for direct losses contained in these conditions do not apply if losses are a result of malice or gross neglect on the part of the user or its subordinates (also see section 10 of commentary on individual articles).



Article 16 Indemnities

1. The client indemnifies the user from third-party claims related to intellectual property rights applicable to resources or data provided by the client and used in execution of the contract.
2. If the client provides the user with data carriers, electronic files, software, etc., the client guarantees that these do not violate the property rights or copyrights held by other parties, and likewise guarantees that the data carriers, electronic files or software are free of viruses and defects.
3. The user reserves the right to use photographs of campaigns conducted by it for promotional purposes.
4. The user is not responsible for the results of campaigns conducted by it.

Article 17 Transfer of risk

1. Risks related to the loss or damage of items stipulated in the contract are transferred to the client when these are legally and/or actually delivered to the client and are thereby placed at the disposal of the client or another party assigned by the client (also see section 11 of commentary on individual articles).

Article 18 Force majeure

1. The parties are not bound to fulfil any obligations if they are hindered in doing so by circumstances to which no blame can be attributed, neither according to the law nor according to legal acts or generally accepted practices.
2. In these terms and conditions, in addition to what is implied by the law and the judiciary, force majeure implies any external causes – foreseeable or unforeseeable – over which the user has no control or that prevent the user from fulfilling its obligations. Strikes by staff of the user and very poor weather for extended periods are included.
3. The user also has the right to invoke force majeure if a circumstance that hinders (further) fulfilment takes effect after the user should have fulfilled its obligations.
4. During the period in which force majeure persists, the parties may suspend the obligations forthcoming from the contract. If such a period persists for longer than two months, both parties have the right to terminate the contract with no obligation to compensate losses suffered by the other party.
5. Insofar as the user has partly fulfilled or will be able to fulfil its obligations by the time of the occurrence of force majeure, and insofar as the part of the assignment that has or will be fulfilled possesses independent value, the user has the right to separately charge the client for the part of the assignment that has or will be fulfilled. The client is obligated to pay such an invoice as if a separate contract has been established (also see section 12 of commentary on individual articles).

Article 19 Confidentiality

1. Both parties are obligated to not divulge any confidential information that, within the context of the contract, they have obtained from one another or from other sources. Information is considered confidential if it has been provided by the other party or if such confidentiality is forthcoming from the nature of the information. This also applies to materials produced by (order of) the user, such as manuals, presentations, quotes, estimates, drafts, etc.



2. If, according to a legal provision or legal judgement, the user must provide confidential information to a third party as stipulated by the law or a court of law, and the user cannot in this case invoke a legal or legally recognised or permitted exemption, the user is not liable for resulting losses or compensation and the other party is not entitled to termination of the contract on the basis of any losses.

Article 20 Intellectual property and copyright

1. Without prejudice to what is otherwise stated in these terms and conditions, the user reserves the rights and permissions that it is entitled to according to the Auterswet (Copyright law).
2. All materials provided by the user, such as reports, recommendations, contracts, designs, sketches, drawings, software, instruction manuals, etc., are exclusively intended for internal use by the client and may not be reproduced, publicised or passed on to third parties by the client, unless the nature of the provided materials dictate otherwise.
3. The user reserves the right to use knowledge obtained during execution of the tasks for other purposes, insofar as this does not reveal any confidential information to other parties.

Article 21 Samples and models

1. If the client is provided with or shown a sample or model, this can only be considered indicative, unless it is explicitly agreed upon that the product to be supplied will correspond to it.
2. If an assignment involves immovable property, any mention of surface area or other dimensions can likewise only be considered indicative and the final product cannot be expected to correspond.

Article 22 Non-takeover of staff

1. During the runtime of the contract and for a period of one year following its termination, the client may not by any means, except after thorough negotiations with the user, employ or directly or indirectly solicit hostesses of the user or hostesses of companies employed by the user in executing this contract, or who are – or have been – involved in the execution of the contract. This also particularly applies to freelance on-call staff deployed for the purpose of assignments, insofar as similar activities are involved.
2. If the client places a hostess in a different position while the hostess has been working for the client on behalf of Hostesses van Oranje, the following compensation is payable by the client to Hostesses van Oranje:
 - if the hostess has been employed in a different position by the client and has worked on behalf of Hostesses van Oranje for less than 400 hours: compensation amounting to 20% of the most recent hourly rate, payable by the client with respect to the hostess in question, multiplied by 1,040 hours;
 - if the hostess has been employed in a different position by the client and has worked on behalf of Hostesses van Oranje for 400 hours or more, but less than 761 hours: compensation amounting to 15% of the most recent hourly rate, payable by the client with respect to the hostess in question, multiplied by 1,040 hours;
 - if the hostess has been employed in a different position by the client and has worked on behalf of Hostesses van Oranje for 761 or more hours: compensation amounting to 10% of the most recent hourly rate, payable by the client with respect to the hostess in question, multiplied by 1,040 hours;



Article 23 Disputes

1. The court in the registered district of the user is exclusively authorised to preside over disputes, unless the regional court is authorised. The user nonetheless has the right to submit the dispute to a legally authorised court of its choice.
2. The parties will endeavour to only involve the court once they have made every effort to resolve a dispute by means of mutual negotiation (also see section 13 of commentary on individual articles).

Article 24 Applicable law

1. The law of the Netherlands applies to all contracts in place between the user and the client. Potential disputes will be submitted to the authorised court in Amsterdam.

Article 25 Amendment and location of terms and conditions

1. These terms and conditions have been filed at the offices of the Kamer van Koophandel (Chamber of Commerce) in Amsterdam. The most recently filed version and/or the version applicable at the time of establishment of the contract is applicable.

These terms and conditions have been translated into English from Dutch with the utmost care. However, in case of uncertainties or misinterpretations, the original Dutch document takes precedence over the English translation and is binding. No liability will be accepted for misunderstandings, losses or any other consequences that may result from this translation.