

GENERAL CONDITIONS

Thijs voor Taal

deposited with the Chamber of Commerce Central Netherlands on 20 April 2010 and amended on 4 January 2011

Chamber of Commerce number: 30278666

Registration number ZZP the Netherlands: 2010-10414

GENERAL

In the General Conditions

- *Principal*: shall be taken to mean the party who gives the Order.
- *Working days*: all days to the exclusion of Saturdays, Sundays, 1 January, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, the days that the government has proclaimed national festive days and the day on which the birthday of H.M. the King is celebrated officially. *Days*: all calendar days.
- *Order (-agreement) or Agreement*: the Agreement of Order on the ground of which Thijs voor Taal, commits itself towards Principal to execute activities for Principal at a charge of fee and costs. The stipulation in the articles 7:404 ¹⁾ and 7:407 subsection 2 ²⁾ Dutch Civil Code is inapplicable.
- *Course or training*: where “course” is mentioned “training” or “coach meeting” may be understood and the other way around. Unless agreed otherwise in writing, these General Conditions apply to every Order agreement entered into with Thijs voor Taal. Thijs voor Taal reserves the right to amend these conditions.

1 - QUOTATIONS

All quotations, in which nothing has been stated to the contrary, are considered to be free of engagement, which parties can even revoke after acceptance. If this revocation is not effected within 6 working days after the acceptance, the Agreement has been entered into.

2 - REALIZATION OF THE CONTRACT

2.1 The Agreement is formed by these General Conditions together with the Order confirmation and is effected the moment when Thijs voor Taal has received the digital version of the Order confirmation, and/or the printed Order Confirmation signed by both Thijs voor Taal and Principal. As long as Thijs voor Taal has not received the printed and signed or digital Order confirmation, it maintains the right to use its (personnel) capacity elsewhere. The Order confirmation is based on the information, that Principal has provided to Thijs voor Taal at the moment of the Order. The order confirmation is considered to reflect the contract correctly and fully.

2.2 The Agreement comes in the place of, and replaces all previous propositions, correspondence, agreements or other communications, either verbally or in writing.

2.3 Parties enter into the Agreement for an indefinite period of time, unless it ensues from the content, nature or essence of granted Order that they enter into it for a definite period of time.

2.4 Every Agreement entered into by Principal and Thijs voor Taal is fully binding for both parties, unless Thijs voor Taal notifies Principal in writing within 12 days after the coming about of the Agreement stating motives, that it dissolves the Agreement.

3 - COOPERATION OF THE PRINCIPAL

3.1 Principal must take care that he will make all data and documents, which Thijs voor Taal judges to be required for the correct and timely execution of the granted Order, available to Thijs voor Taal in time, and in a form and manner as required by Thijs voor Taal.

3.2 Principal is to take care that he informs Thijs voor Taal without delay with respect to any facts and circumstances that may be relevant in connection with the correct execution of the assignment.

3.3 Unless the nature of the Order dictates otherwise, Principal is responsible for the correctness, completeness and reliability of the data and documents made available to Thijs voor Taal, also if these have been provided by third parties.

3.4 Unless the nature of the Order dictates otherwise, Principal will make available, or cause to be made available, any personnel that is deemed necessary by Thijs voor Taal in order to enable it to execute the activities. If any specific personnel is required, this will be agreed upon and laid down in the Order confirmation. Principal shall see that its personnel disposes of the proper skills and experience to be able to execute the activities.

1) Dutch Civil Code. Article 7:404

If the Order is granted with a view to a person who executes a profession or business with Thijs voor Taal or in its employment, this person is committed to execute the activities necessary for the execution of the Order himself, except insofar as the Order dictates that he can have them executed by others under his responsibility; all this without prejudice to the liability of Thijs voor Taal.

2) Dutch Civil Code. Article 7:4074

Subsection 2. If two or more persons together have received an Order, each of them is responsible for the whole with regard to any shortcoming in the fulfilment, unless the shortcoming cannot be attributed to him.

3.5 Any extra costs and extra fees, ensuing from any delay in the execution of the Order, arisen due to not, not timely or not properly making the requested data, documents, facilities and/or personnel available, are at the expenses of Principal.

4 - EXECUTION OF THE ASSIGNMENT

4.1 All activities executed by Thijs voor Taal are executed according to its best view and capacity in accordance with the demands of proper workmanship. With regard to the intended activities there is question of a commitment to make an effort on the side of Thijs voor Taal, unless explicitly stipulated otherwise.

4.2 Thijs voor Taal determines the manner in which and by which employee(s) it executes the Order or has it executed, but it takes the wishes that the Principal has conveyed into consideration as much as possible. If an employee is named in the Order Confirmation, Thijs voor Taal will make an effort to effectuate that this employee will remain available to execute the activities during the entire period of the Order. In spite of the aforementioned, Thijs voor Taal has the right to replace such employees after consultation with Principal.

4.3 Thijs voor Taal can only execute more activities and charge them to Principal than those for which the Order has been given, if Principal has granted permission for this in advance. Should Thijs voor Taal, however, on account of its (legal) duty of care be obliged to carry out additional work, then it is entitled to charge this to Principal, even if Principal has not explicitly granted his permission for executing the additional work in advance.

4.4 If Principal wishes to involve any third parties in the execution of the Order, he will only proceed to do so after reaching an agreement about this with Thijs voor Taal, since involving third parties directly or indirectly in the execution of the Order may have great influence on the possibilities of Thijs voor Taal to execute the Order correctly. The stipulation in the previous sentence is applicable without any changes to Thijs voor Taal. 4.5 Thijs voor Taal maintains a working dossier concerning the Order, containing copies of relevant documents, which is the property of Thijs voor Taal.

4.6 Force Majeure with respect to the Order shall be taken to mean all that is meant by it in the law and jurisprudence. Thijs voor Taal is not held to its commitments from the Agreement, if Force Majeure has made the fulfilment impossible. It will choose the solution, that is best according to its judgement, and will notify Principal of this in writing. If Thijs voor Taal is unable to organise a course meeting due to Force Majeure, it maintains the right to postpone the meeting to a later date at its own discretion.

4.7 Thijs voor Taal is not liable for any damage, that a participant and/or the person who has entered a participant's name should suffer as a result of the cancellation or postponement of a course meeting.

4.8 Thijs voor Taal reserves the right to replace any teachers after their names have been mentioned in publications, advertisements, etc. by Thijs voor Taal, without any right ensuing from this for the participant and/or the person who has entered the name of a participant to cancel his registration, other than provided for in article 17 of these general conditions.

4.9 Thijs voor Taal has the right to refuse a participant, if the participant does not meet the set admission criteria according to the view of Thijs voor Taal.

4.10 A course can only take place if sufficient participants have registered for it in the opinion of Thijs voor Taal.

4.11 Basically, Thijs voor Taal decides about whether or not a course will take place two weeks before its planned starting date at the latest. It reserves the right to suspend the decision about whether or not the course will be held until one week before the planned starting date at the latest.

4.12 If a course is not held, Thijs voor Taal remunerates the course fees already paid. If a participant wishes this, he can utilise the amount for participation in the next parallel course that is organised by Thijs voor Taal. Any interim price-rises will not be charged by Thijs voor Taal to the participant in such a case.

4.13 If a participant has been forced to be absent (at the discretion of Thijs voor Taal) from an important part of a course by Force Majeure, Thijs voor Taal will give this participant an opportunity to make up for this at the first possible parallel course, without having to pay any additional course fee, insofar as possible. Any travelling and accommodation costs remain owed by the participant in such a case. Thijs voor Taal is, however, never obliged to remunerate course fees entirely or in part, not even if Thijs voor Taal is not organising any similar courses any longer.

5- SECRECY

5.1 Unless any legal stipulation, instruction or other (professional-) rule decides otherwise, Thijs voor Taal/employees deployed by Thijs voor Taal is/are committed to secrecy towards third parties with regard to any confidential information, it has/they have obtained from Principal. Principal can lend exemption in this respect.

5.2 Except for written permission of Principal, Thijs voor Taal is not entitled to deploy any confidential information, that Principal has made available to Thijs voor Taal for any other purpose than for which it was obtained. An exception concerns the situation in which Thijs voor Taal acts for itself in a civil or legal procedure, in which this information may be relevant.

5.3 Unless there is question of any legal stipulation, instruction or other rule that commits Principal to publication or has granted Thijs voor Taal preceding written permission to this aim, Principal will not convey the content of reports, advice or other manifestations whether or not written, of Thijs voor Taal, to any third parties.

5.4 Thijs voor Taal and Principal will impose their liabilities on the basis of this article to any third parties that they will deploy.

5.5 If this is not considered to be in violation of the stipulation in article 5.1 and 5.2, Thijs voor Taal is entitled to mention in outline the executed activities to (potential) customers of Thijs voor Taal and only for the indication of the experience of Thijs voor Taal.

6 - INTELLECTUAL PROPERTY

6.1 Thijs voor Taal reserves all rights of intellectual property with respect to products of the nature that it uses or has used and/or which it develops and/or has developed in the framework of the execution of the Order, and with regard to which it has or can enforce the Copyright or other Rights of intellectual property. If Thijs voor Taal wishes, the Principal will provide a text production with a credit as follows: * (year) Thijs voor Taal.

6.2 The Principal is explicitly forbidden to multiply, to publish, or to operate any products, including also texts, teaching material, computer programs, system designs, approaches, advice, (model)contracts and other intellectual products of Thijs voor Taal, all this in the widest sense of the word, whether or not by contracting any third parties. Multiplication and/or publication and/or observation is only permitted after an obtained written permission of Thijs voor Taal and after full payment to Thijs voor Taal. Principal has the right to multiply the documents for use within or outside his own organization, exclusively insofar as fitting within the purpose of the Order, as parties have agreed upon in writing. In the event of an interim termination of the Order the aforementioned is applicable by analogy. The right of use of the Principal with respect to the text production, delivered by Thijs voor Taal, is terminated if and as soon as the Principal fails to meet any commitment towards Thijs voor Taal in time.

7 - NONCOMPETITION CLAUSE

The Principal is forbidden, otherwise than by Thijs voor Taal, to give an order to third parties that Thijs voor Taal has deployed in the execution of the order(s). At a violation of this stipulations the Principal forfeits to Thijs voor Taal a penalty concurrent with four times the fee connected to the not permitted order to a minimum of €2,500.- (two thousand five hundred euros) exclusive of VAT, without prejudice to the right of Thijs voor Taal to claim additional damages besides the fine.

8 - FEE

8.1 If, after the realization of the contract, but before the Order has entirely been executed, any rate-determining factors, such as wages and/or prices, undergo a modification, Thijs voor Taal is entitled to adjust the rate previously agreed upon accordingly.

8.2 The fee of Thijs voor Taal is exclusive of expenses of Thijs voor Taal and exclusive of statements of expenses of third parties contracted by Thijs voor Taal.

8.3 All rates are exclusive of turnover tax and other levies that the government imposes or may impose.

9 - PAYMENT

9.1 Payment by Principal must be effected without deduction, discount or setoff within 15 days of date of invoice.

Payment must be effected in the currency that is stated on the invoice by means of transfer into a bank account to be indicated by Thijs voor Taal. Any objections against the amount of the submitted invoices do not suspend the payment obligation of Principal.

9.2 If the term mentioned under 9.1 is exceeded, Principal is in default by operation of law, after Thijs voor Taal has at least one time demanded him to pay within a reasonable term. In that case Principal owes the legal interest over the amount owed, as from the date on which the owed amount has become claimable until the time of payment. Additionally, all the costs of collection, after Principal is in default, both legally and extrajudicially, are chargeable to Principal. If Thijs voor Taal has to take debt-collection measures after the expiry date, the Principal owes the extrajudicial costs - in accordance with "Report Preparatory work II".

9.3 If the financial position and/or the payment record of Principal gives reason for this in the opinion of Thijs voor Taal, Thijs voor Taal is entitled to demand from Principal, that he provides (additional) security without delay in a four or manner to be determined by Thijs voor Taal and/or makes an advance payment. If Principal refrains from providing the required security, Thijs voor Taal is entitled, leaving its remaining rights in full force, to immediately suspend the further execution of the Order and all that Principal owes to Thijs voor Taal from whichever cause, is immediately claimable.

9.4 In the event of a jointly given Order, insofar as the activities in respect of the joint Principles have been executed, Principals are jointly and severally liable for the payment of the full invoice amount.

10 - COMPLAINTS

10.1 Principal must convey any complaints with respect to the executed activities and/or the invoice amount in writing to Thijs voor Taal within 15 working days after Date of transmission of the documents or information about which Principal is complaining, or within 15 working days after the discovery of the shortcoming, if Principal proves that he could not reasonably have discovered the shortcoming at an earlier time.

10.2 Complaints as referred to in the first section do not suspend the payment obligation of Principal. Principal is under no circumstance entitled to suspend or refuse to make any payment for other supplied services of Thijs voor Taal to which the complaint does not pertain, based on a complaint with respect to a certain service.

10.3 In the event that a complaint is made with good reason, the Principal can choose between adjustment of the fee that is charged, improving the rejected activities or executing them again free of cost, or entirely or partly refraining from executing the Order any further, against remuneration in proportion of the fee that has already been paid by Principal.

11 - TERM OF DELIVERY

11.1 If Principal owes a prepayment or if he is to make any required information and/or materials available for the execution, then the term within which Thijs voor Taal is to wind up the activities does not begin any earlier than when it has received the full payment, or when the Principal has made the information and/or materials entirely available, respectively.

11.2 Because all sorts of factors may influence the duration of the execution of the Order, such as the quality of the information that Principal has provided and the cooperation he has lent, the terms, within which the activities must have been completed, can only be regarded as fatal terms, if both parties have expressly agreed upon this in writing.

11.3 Principal cannot dissolve the Agreement - unless it is established that execution is permanently impossible - because of exceeding of the term, unless Thijs voor Taal does not even or not entirely execute the Order within a reasonable term conveyed to it after termination of the agreed term of delivery. Dissolution is then permitted in accordance with article 265 Book 6 of the Dutch Civil Code³).

12 - NOTICE OF TERMINATION

12.1 Principal and Thijs voor Taal can cancel the Order at any time (between times) by registered letter with due observance of a reasonable term of notification, unless the reasonableness and fairness oppose termination or termination at such a term.

12.2 Each of the parties can terminate the Agreement by registered letter (between times) without observing a term of notification, in case the other party is not able to pay its debts, or if a trustee, administrator or liquidator is appointed, the other party is placed under a debt rescheduling order, or the other party terminates its activities for any other reason, or if the other party deems the origination of one of the above-mentioned circumstances for the other party reasonably plausible, or if a situation has arisen that justifies immediate termination in the interest of the terminating party.

12.3 If Principal has proceeded to (interim) notice of termination, Thijs voor Taal is entitled to compensation for any staffing losses it has incurred and will make plausible, as well as any additional expenses that it has reasonably incurred as a result of the early termination of the Contract (such as expenses with regard to subcontracting), unless any facts and circumstances are at the basis of the termination that can be attributed to Thijs voor Taal. If Thijs voor Taal has proceeded to (interim) notice of termination, Principal is entitled to its cooperation in the transfer of the activities to third parties, unless any facts and circumstances are at the basis of the termination that can be attributed to Principal. In all cases of (interim) notice of termination, Thijs voor Taal maintains the right to payment of the declarations for activities it has executed until such moment. In such a case it will make the provisional results of the activities executed until then available to the Principal under the usual reservation. Insofar as the transfer of the activities entails additional expenses for Thijs voor Taal, it will charged these to Principal.

12.4 At termination of the agreement each of the parties is to deliver all goods, objects and documents that are the property of the other party and that are in his possession, to this other party without delay.

13 - LIABILITY

13.1 Thijs voor Taal will execute its activities to the best of its ability and observe the care that Principal may expect of it. If Thijs voor Taal should make an error, because Principal has provided incorrect or incomplete information, Thijs voor Taal is not liable for any damage arisen as a result. If Principal proves, that he has suffered damage by a fault of Thijs voor Taal, which would have been avoided by acting carefully, Thijs voor Taal is only liable for direct damage up to maximally an amount of € 2,500.-.

13.2 Direct damage exclusively refers to:

- reasonable expenses made to ascertain the cause and extent of the damage, insofar as the assessment pertains to damage in the sense of these conditions;
- any reasonable costs made to see that the faulty performance of Thijs voor Taal can still meet the Agreement, insofar as these can be attributed to Thijs voor Taal;
- reasonable costs, made for the prevention or restriction of damage, insofar as the Principal proves, that these costs have led to restriction of direct damage within the meaning of these General Conditions.

3) Book 6 Article 265

1. Every shortcoming of a party in the observance of one of its commitments gives the other party the authority to dissolve the Agreement entirely or in part, unless the consequences of this shortcoming, with a view to its special nature or slight importance, do not justify this dissolution.

2. Insofar as fulfilment is not permanently or temporarily impossible, the authority of dissolution only arises, when the debtor is in default.

13.3 Thijs voor Taal is never liable for indirect damage, including consequential damage, loss of profit, lost savings, damage by business interruptions, costs pursuant to an order to pay the costs of proceedings, interest losses and/or losses due to delays, damage as a result of the Principal's lending defective cooperation and/or information, and/or damage because of Thijs voor Taal's given informal information or advice, the content of which does not explicitly form part of the written Agreement.

During the execution of the Order Principal and Thijs voor Taal will be able to communicate with each other, upon the request of either of them by means of electronic mail. Both Thijs voor Taal and Principal recognise, that the use of electronic mail involves risks, such as -but not limited to - deformation, delay and viruses. Principal and Thijs voor Taal herewith establish towards each other not to be liable for damage that may originate with either of them as a result of the use of electronic mail. Both Principal and Thijs voor Taal will do all refrain from doing all that can reasonably be expected from each of them for the prevention of the aforementioned risks. In case of doubt concerning the correctness of the mail received by Principal or Thijs voor Taal, the content of the mail the sender has sent is decisive.

Thijs voor Taal accepts no liability whatsoever for observance and /or interpretation by the participants to courses of the recommendations laid down in the written material and/or of verbal directions given during the course.

13.4 Principal guarantees that Thijs voor Taal is entitled to execute the Order(s) it has given without violating any rights of third parties in the process.

13.5 Principal indemnifies Thijs voor Taal for claims of third parties of damage that has been caused by the fact that Principal has provided incorrect or incomplete information to Thijs voor Taal, unless Principal proves, that the damage is not related to any culpable actions or omissions that are attributable to him, or are caused by intent or equal gross negligence of Thijs voor Taal and unless any compulsory national law or regulation does not permit such a stipulation.

13.6 The liability restriction described in subsection 1 of this article also applies to third parties that Thijs voor Taal has deployed for the execution of the Order.

13.7 Thijs voor Taal is not liable for damage or loss of documents during transport or during dispatch by mail, irrespective of whether the transport or the dispatch is effected by or on behalf of Principal, Thijs voor Taal or third parties.

14 - TAKEOVER of CONTRACT

14.1 Principal is not permitted to transfer (any liability from) the Agreement to any third parties, unless Thijs voor Taal explicitly approves of this. Thijs voor Taal is authorized to attach conditions to this permission. Principal commits himself at any rate to impose all relevant (payment) commitments of the Agreement in these General Conditions to the third party in such a case. At all times Principal remains liable in addition to this third party for the commitments from the Agreement and the General Conditions, unless parties explicitly agree otherwise.

14.2 In case of takeover of contract Principal indemnifies Thijs voor Taal concerning any claims of third parties that might arise as a result of a default, or incorrect fulfilment of any commitment from the Agreement and/or these General Conditions by Principal, unless any compulsory national law or regulation do not permit such a stipulation.

15 - TERM OF FORFEATURE

Insofar as the Agreement does not stipulate otherwise, rights of claims and other authorities of Principal for whichever cause against Thijs voor Taal are at any rate abandoned after the expiry of one year as from the moment when a fact occurs that Principal can enforce these rights and/or authorities against Thijs voor Taal.

16 - EFFECT AFTERWARDS

The stipulations of the Agreement, which are explicitly or tacitly intended to continue to remain in effect after termination of this Agreement, will remain in effect afterwards and continue to bind both parties.

17 - CONDITIONS FOR CANCELLATION

Principal must notify Thijs voor Taal of the cancellation of a training in writing, with acknowledgment of receipt. In this case Thijs voor Taal will charge the following cancellation expenses:

- until 4 weeks before commencement of the course: € 50,- administration expenses
- between 4 weeks and 2 weeks before commencement: 25% of the invoice amount, with a minimum of € 50,-
- between 2 weeks and 1 day before commencement: 50% of the invoice amount, with a minimum of € 50,-
- as from commencement of the training or course: 100% of the invoice amount.

In case of Force Majeure catching up at another time is possible or someone else can take the course in their place.

18 - APPLICABLE LAW AND FORUM AGREED UPON

18.1 All Agreements between Principal and Thijs voor Taal are governed by Netherlands law.

18.2 Concerning any disputes ensuing from this Agreement the court of the domicile of Thijs voor Taal has jurisdiction, unless a different court has compulsory jurisdiction based on the law.