

Terms and Conditions

Dutch Egyptian Business Development Company (DEBCO)

DEBCO, with its registered office at Adriaan Pauwlaan 2, 2101AK Heemstede, The Netherlands.

1. Concepts and Definitions

- 1.1. Principal: any individual or legal person who wants to use or is using the services of DEBCO.
- 1.2. Participant: an individual taking part in an DEBCO activity.
- 1.3. Product: a tangible publication provided by DEBCO, such as a market scan, market information, a financial report, or a list of business contacts provided to the principal.
- 1.4. Service: information, advice or mediation that DEBCO provides directly to the client or during an activity organized by DEBCO.
- 1.5. Activity: any event, conference, incoming or outgoing trade mission organized by DEBCO on a general or individual base.
- 1.6. Conference: an activity organized by DEBCO that lasts more than one day.
- 1.7. Trade mission: an activity in which Dutch companies are jointly or individually invited to travel abroad (outgoing) or foreign companies are invited to travel to the Netherlands (incoming).
- 1.8. Event: all gatherings organized by DEBCO that are not trade missions or conferences.

2. General

- 2.1. All agreements, offers, advice and other actions and activities of DEBCO organized in whole or in part by DEBCO and supplied to or executed for a principal are subject to the conditions set out herein. These conditions are also applicable all activities, products and services that DEBCO offers to principals and third parties.
- 2.2. Special conditions are applicable only when these are accepted in writing by DEBCO and solely for the agreement made. In all other situations these general conditions are applicable and shall prevail. No deviations from the general conditions can be made, unless this is specifically approved by the management of DEBCO in writing and in separately respect of each agreement.
- 2.3. The authority of the person acting for and on behalf of DEBCO does not extend further than what is generally customary for an entity like DEBCO.
- 2.4. DEBCO can assume that a person who purports to act on behalf of a principal has the full authority to do so. The principal waives its right to request nullification of an agreement on the basis that its representative did not have the required authority to bind the principal.
- 2.5. These conditions shall prevail over any conditions of the principal and which the principal (implicitly or explicitly) purports to make applicable to the agreement.

3. Products

- 3.1. An agreement for the delivery of products between DEBCO and the principal shall come into existence once DEBCO has received the written acceptance by the principal of DEBCO's offer.
- 3.2. The time for delivery of an DEBCO product commences when DEBCO has accepted the order of the principal, unless otherwise agreed. The lead time or delivery date stated shall not be considered to be a fundamental term of the agreement, unless explicitly agreed otherwise and shall be extended in case of force majeure.
- 3.3. Delivery of a product will occur by way of a (digitally) written publication.
- 3.4. In case the principal cancels the agreement for a product after having established an agreement, the principal shall be obliged to reimburse DEBCO for the expenses incurred.
- 3.5. In case DEBCO cancels the agreement to deliver a product, DEBCO will refund the already amount paid (if the product has already been partially delivered, pro rata) to the principal, after the event has occurred.

4. Service

- 4.1. DEBCO will provide services on a general or individual matter based upon the then prevailing applicable standards, knowledge and skills, legislation and jurisprudence, all to the extent reasonable known and accessible, and on the basis of the data provided by the principal in respect to the applicable tariffs and conditions.
- 4.2. DEBCO will perform its duties in connection with the service with care. However, DEBCO shall under no circumstances be liable if the service or any information thereunder does not have the intended result.

Terms and Conditions
Dutch Egyptian Business Development Company (DEBCO)

5. Prices

- 5.1. All published prices and tariffs are exclusive of VAT. Possible other costs are mentioned separately.
- 5.2. The prices are calculated per service, product, and/or activity. Included in the price is what is mentioned in the mailing or offer applicable to the service, product and/or activity. Once an agreement between DEBCO and the principal is entered into, the principal is obliged to pay the total amount of the fee.
- 5.3. Payment shall be effected within 14 days after DEBCO sends an invoice.

6. Payment

- 6.1. The receipt of products, services and/or activities obliges the client to pay the amounts due in accordance with the conditions set by DEBCO, unless the product or service is free.
- 6.2. In the event of non-payment, late payment or incomplete payment, DEBCO will send a reminder letter.
- 6.3. In the event of non-payment without cause, the client owes interest of 1.5% per month on the unpaid amount. If the collection must be carried out through legal or other procedures, the outstanding amount will be increased by 10% to cover the administration costs. In addition, legal and other costs will be borne by the client.
- 6.4. DEBCO has the right to withhold services, documents and funds from the client until its debts have been settled, and to discontinue the provision of services and refuse the client access to any activity (including activities that are free of charge) until the debt has been fully settled. is completed.

7. ARTICLE 9 – Transport

- 7.1. The transport of persons and goods are for account of the principal. If DEBCO acts on a coordination or advisory base, the costs for DEBCO are also for account of the principal. DEBCO is in no case liable for any damages that the principal may incur.

8. ARTICLE 10 – Confidentiality

- 8.1. DEBCO and its employees shall except as otherwise set out herein, keep confidential (i) all business matters made known to him or her in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the principal and (ii) the contents of any product, including the fact that it was requested on behalf of the principal to deliver a product ((i) and (ii) together referred to as "confidential information").
- 8.2. The obligation of the parties not to disclose confidential information shall not apply to information which was already in the public domain, or in the rightful possession of the other party at the time of its disclosure, or which is disclosed as a matter of right by a third party after the execution of this agreement, or which passes into the public domain by acts other than the unauthorized acts of the other party, or which is independently developed by a party without reference to the confidential information. In addition, the parties shall have the right to disclose confidential obligation if required by law or pursuant to a decree, judgment, order or other governmental request.
- 8.3. During the term of the agreement and six months thereafter, DEBCO will not display information from sections of the product offered to the principal, unless explicitly agreed otherwise.

9. Liability

- 9.1. DEBCO is not liable for damage of the principal suffered due to a breach by DEBCO under these conditions and/or agreement with the principal, unless the damage is caused by DEBCO's willful default or gross negligence.
- 9.2. If the principal takes certain decisions based on DEBCO's services, advices or products, DEBCO is not liable for the potential consequences or results of these decisions.
- 9.3. The principal is liable for all damage that DEBCO may suffer due to its breach of its obligations under any agreement with DEBCO and/or or these conditions.
- 9.4. To the extent in which DEBCO uses the services of third parties in connection with an activity, DEBCO is not liable for any damage which is caused in connection with such activity.

Terms and Conditions
Dutch Egyptian Business Development Company (DEBCO)

- 9.5. The principal and participants are expected to have knowledge of the legislation of the country in which the activity takes place or which otherwise applies to the principal, the participant or the activity. In case of violation of such legislation by the principal, a participant or his employer, DEBCO is not liable for any damage and/or costs resulting from such violation and the principal and/or participant shall be obliged to compensate DEBCO for any damages that it may result as a consequence.
- 9.6. DEBCO cannot be held liable for damages suffered by the principal and/or participant due to the principal and/or participant not acquiring the appropriate visa in order to enable him to attend DEBCO activities.
- 9.7. DEBCO cannot be held liable for damages suffered by the principal and/or participant due to the principal and/or participant not having the appropriate insurances. DEBCO and its local co-organizers accept no responsibility of any nature whatsoever for personal injury, death, loss or damage to property or participants caused or arising anyway.
- 9.8. If DEBCO is liable for damages suffered by the principal pursuant to these conditions or legal requirements, the damage which DEBCO is obliged to reimburse shall never exceed the amount of the fee paid by the principal to DEBCO in respect of the matter that caused such damages, and in case no payment had to be made, shall not exceed € 500,—

10. Governing law and forum

- 10.1. Dutch law shall apply to these conditions and to any agreements to which these conditions are applicable as well as to any non-contractual obligations resulting from these conditions and any such agreements.
- 10.2. The competent court in The Hague shall have exclusive jurisdiction to adjudicate all disputes resulting from these conditions as well as all agreements to which these conditions are applicable.
- 10.3. The principal and DEBCO may choose to have their disputes settled through mediation.
- 10.4. All disputes relating to agreements between the client and the contractor, to which these conditions apply and which do not fall within the jurisdiction of the subdistrict court, will be settled by the competent court in the district in which the contractor has his place of residence.

11. Code of conduct

- 11.1. DEBCO performs its functions at all times paying respect to the quality of its services, products and activities in accordance with the provisions set out below.
- 11.2. The principal in the services, products and activities provided by DEBCO agree that illegal or unethical conduct on the part of directors, employees or representatives is not in the best interest of Dutch-Egyptian business. Therefore they will all times adhere to high standards of integrity.
- 11.3. This includes that all parties must adhere to the following principles:
 - 11.3.1. Operational excellence
DEBCO and its principal strive to deliver high quality services, products, and activities with respect for the safety, health, environment, reliability, and efficiency of all parties affected by the agreement.
 - 11.3.2. Equal opportunities
The agreement between DEBCO and principal will lead no one to be subjected to discrimination on the basis of race, ethnicity, religion, sex, age, or any other characteristics irrelevant to the requirements of the agreement.
 - 11.3.3. Respect for business ethics
DEBCO and its principal strive to respect each country's unique customs and business practices while complying with international (trade) law.
- 11.4. Violation of these provisions may result in sanctions, including the termination of the service, product or activity offered to the principal. The degree of the sanctions that can be imposed are dependent, inter alia, on whether there was a voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.