

GENERAL TERMS AND CONDITIONS

Version August 2017

Vernuso B.V. (having its registered address in Utrecht (3542 CH) at Kernkade 8, registered in the trade register of the Chamber of Commerce under number 61946761, hereinafter referred to as the '**Company**') operates under the trading names Confiad Platform, Confiad Compliance and Confiad College.

This document defines the conditions that apply with respect to the products and services offered by the Company (the '**Terms**'). They consist of general provisions (part I), joint additional provisions for Confiad Platform and Confiad Compliance (part II), separate additional provisions for Confiad Compliance (part III) and additional provisions for Confiad College (part IV). Please read the Terms carefully.

In the event of any conflict between the substance of the Agreement and these Terms, the provisions of the Agreement prevail. In the event of any conflict between the General provisions of these Terms (part I) and the additional provisions as incorporated in part II, III and/or part IV, the additional provisions prevail. In the event of any conflict between the additional provisions as incorporated in part II and the additional provisions as incorporated in part III, the additional provisions of part III prevail.

The provisions of these Terms shall also apply for the benefit of all natural persons and legal entities that the Company engages in the performance of the Agreement.

PART I – GENERAL PROVISIONS

DEFINITIONS

- *Agreement*: any agreement between the Client and the Company;
- *Client*: every company, every institution or every natural person who has entered into client relations or Agreement obligations with the Company;
- *Confiad College*: education services of the Company;
- *Confiad Compliance*: external compliance officer services of the Company;
- *Confiad Platform*: the SaaS platform for governance purposes of the Company;
- *Website*: the website of Vernuso B.V. (<http://www.vernuso.com/>), Confiad College (<http://www.confriadcollege.nl>) and/or Confiad services (<http://www.confriad.nl/>).

Article 1: APPLICABILITY

1. The Terms apply to all offers and quotations send out by the Company, as well as to all Agreements.
2. Departures from and additions to the Terms shall only be valid if they are agreed between the parties in writing.
3. If any provision of these Terms is null and void or is voided, the other provisions of these Terms shall remain fully in effect. Parties shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.
4. General purchase conditions or other general terms and conditions the Client may use are not applicable.
5. Applicability of art. 7:404 and 7:407 lid 2 of Dutch Civil Code is excluded.
6. The Company shall be entitled to modify or waive provisions set out in these Terms. In that case, the Client is entitled to inform the Company by means of a registered letter with proof of receipt, within 14 days of the aforementioned notification of amendment, that the Client wishes to terminate the Agreement prematurely as of the effective date of the amended Terms if that amendment applies to the Client.

Article 2: OFFERS

The Client guarantees that the information provided by the Client to the Company on which the Company has based its offer is accurate and complete.

Article 3: AGREEMENT

1. The Agreement shall enter into force on signature by the Company and the Client.
2. The Agreement continues for the term agreed between the parties. A term of one year shall apply if no term has been agreed.
3. The term of Agreement shall be extended by the period of time originally agreed, unless the Client terminates the Agreement in writing due to a notice period of three months prior to the end of the current term.
4. The Company shall at all times be entitled to involve third parties in the performance of an Agreement.

Article 4: PRICE AND PAYMENT

1. Prices do not include turnover tax (VAT) and other levies imposed by the government. Disbursements as well as travel expenses made by the Company on behalf of the Client are covered by the Client.

2. Payment will take place without deductions or settlements within 15 days of the date of the invoice concerned.
3. If a periodic payment obligation on the part of the Client applies, the Company shall be entitled to adjust, in writing and in accordance with the index or other standard included in the Agreement, the applicable prices and rates to the terms specified in the Agreement. If the Agreement does not expressly provide for the possibility on the part of the Company to adjust the prices or rates, the Company shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the Client does not agree to the adjustment in this latter case, the Client shall be entitled to terminate the Agreement in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.
4. If the Client fails to pay amounts due or fails to do so on time, the Client shall owe statutory interest for commercial Agreements on the outstanding amount without a demand for payment or a notice of default being required. When calculating interest, part of a month is regarded as a whole month.
5. If the Client fails to pay the amount due after a demand for payment or a notice of default has been issued, the Company shall be entitled to refer the debt for collection, in which case the Client must pay all extrajudicial costs, which extrajudicial costs will be established at 15% of the amount owed by the Client with a minimum of € 250.
6. If judgment is rendered in favor of the Company in legal proceedings, all costs that it has incurred in relation to these proceedings will be borne by the Client.

Article 5: CONFIDENTIALITY

1. The Company and the Client must ensure that all information received from the other party should be treated as confidential. This duty of confidentiality shall not apply if and insofar as parties are required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the Agreement. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.
2. Both parties shall impose the obligations referred to in this article on personnel involved in the performance of the Agreement.
3. The Client acknowledges that software originating from the Company is always confidential in nature and that this software can contain commercial secrets of the Company or the producer of the software.

Article 6: TERMINATION AND CANCELLATION OF THE AGREEMENT

1. Each party shall only be authorised to rescind the Agreement due to an attributable failure in its performance if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach that has been issued, is culpably failing to fulfil essential obligations under the Agreement. The Client's payment obligations and all obligations of the Client or a third party engaged by the Client to cooperate and/or provide information apply in all cases as essential obligations under the Agreement.
2. If, at the time of rescission, the Client has already received goods or services in the performance of the Agreement, these goods or services and the associated payment obligations shall not be undone unless the Client proves that the Company is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by the Company prior to rescission in connection with what it already properly performed or delivered in the performance of the Agreement shall remain payable in full and shall become immediately due and payable at the time of termination.
3. An Agreement which due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing following consultation between the parties. Reasons for the termination must be stated.
4. If a notice period has not been agreed between the parties, a 3 months notice period must be observed when notice of termination is given. The Company is never obliged to pay any compensation due to termination. The Client may not terminate an Agreement that has been entered into for a definite period of time.
5. Either of the parties may terminate the Agreement in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether provisional or not, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. The Company may also terminate the Agreement, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the Company. The Company is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the Company goes irrevocably bankrupt, its right to use the software, websites and alike made available to it shall end, as shall its right to access and/or use the Company services, without termination by the Company being required.
6. The claims of the Company are immediately due if after concluding the Agreement it became known that the Company has a reasonable ground to expect that the Client is unable to fulfil its obligations or if the Company during concluding the Agreement asked the Client for confirmation of the fulfillment of obligations that was not

provided or was provided insufficiently. In these cases the Company is authorized to suspend further performance of the Agreement or to resign from it without prejudice to the right to claim damages.

Article 7: LIABILITY OF THE COMPANY

1. The Company's total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, shall be limited to compensation for direct loss and is in any case limited to the amount paid by the insurance company of the Company in that case, increased by the excess. If the liability is not covered or the insurance company does not pay out the liability of the Company, the liability is limited to the amount of the price stipulated for the Agreement concerned (excluding VAT). If the Agreement is mainly a continuing performance Agreement with a term of more than one year, the price stipulated for the Agreement shall be set at the total amount of the payments (excluding VAT) stipulated for one year. The Company's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 50.000 (fifty thousand euros).
2. The Company's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than EUR 1.000.000 (one million euros).
3. The Company's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the Client's clients, loss arising from the use of items, materials or software of third parties prescribed by the Client to the Company and loss arising from the engagement of Company prescribed by the Client to the Company is excluded. The Company's liability for corruption, destruction or loss of data or documents is likewise excluded.
4. The Company is not liable for damage resulting from the use of electronic means of communication, including damage due to non-delivery or delay in delivery of electronic messages by third parties, interception or manipulation with electronic messages by third parties or by software/equipment used for electronic communications and transmission of viruses and other malicious software.
5. The exclusions and limitations referred to in paragraphs 7.1 up to and including 7.4 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of the Company's management.
6. Unless performance by the Company is permanently impossible, the Company shall only be liable due to an attributable failure in the performance of an Agreement if the Client declares the Company to be in default in writing without delay and grants the Company a reasonable term to remedy the breach, and the Company culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the Company the opportunity to respond adequately.
7. For there to be any right to compensation, the Client must always report the defect or loss to the Company in writing as soon as possible after the defect or loss has occurred, but in any case within 14 days after the defect or loss being found.
8. Each claim for compensation against the Company shall be barred by the mere expiry of a period of 12 months following the inception of the claim unless the Client has instituted a legal action for damages prior to the expiry of this period.
9. The Client indemnifies the Company against any and all claims of third parties due to product liability as a result of a defect in a product or system that the Client supplied to a third party and that consisted in part of equipment, software or other materials supplied by the Company, unless and insofar the Client is able to prove that the loss was caused by the equipment, software or other materials referred to.

Article 8: FORCE MAJEURE

1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of the Company means, among other things: (i) defects in items, equipment, software or materials of third parties the use of which was prescribed to the Company by the Client, (ii) government measures, (iii) power failures, (iv) Internet, data network or telecommunication facilities failures, (v) war or armed conflict and (vi) general transport problems.
2. Either of the parties shall have the right to rescind the Agreement in writing if a situation of force majeure persists for more than 60 days.
3. In such an event, which has already been performed under the Agreement a proportional basis shall be paid, without the parties owing each other anything else.
4. In case of force majeure, the Client cannot claim any damages.

Article 9: TRANSFER OF RIGHTS AND OBLIGATIONS

1. The Client may not sell, transfer or pledge its rights and obligations under an Agreement to a third party.
2. The Company is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

Article 10: APPLICABLE LAW

1. Agreements are governed by Dutch law.

2. All disputes and legal claims that might arise in connection with or in respect of the performance of the Agreement must be brought before the competent Dutch Court of 'Midden-Nederland'.

PART II – ADDITIONAL PROVISIONS CONFIAD PLATFORM AND CONFIAD COMPLIANCE

Article 11: PRIVACY AND DATA PROCESSING

1. If necessary for the performance of the Agreement, the Client shall inform the Company in writing about the way in which the Client performs its legal obligations regarding the protection of personal data.
2. The Client indemnifies the Company against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts on which a claim is based are attributable to the Company.
3. The Client is fully responsible for the data that it processes in the context of using services of the Company. The Client guarantees vis-à-vis the Company that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Client indemnifies the Company against any claim of a third party instituted for whatever reason in connection with this data or the performance of the Agreement.

Article 12: INFORMATION SECURITY

1. If the Company is obliged to provide for information security under the Agreement, this security shall meet the specifications agreed in writing between the parties regarding security. The Company does not guarantee that the information security provided is effective under all circumstances. If the Agreement does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
2. The access or identification codes and certificates provided by the Company to the Client are confidential and must be treated as such by the Client, and may only be made known to the authorised personnel of the Client. The Company is entitled to change the access or identification codes and certificates.
3. The Client must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Article 13: RISK TRANSFER

The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the Agreement is referred to the Client or the third person.

Article 14: INTELLECTUAL PROPERTY

1. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the Client under the Agreement are held exclusively by the Company, its licensors or its suppliers. The Client shall have the rights of use expressly granted under these Terms, the Agreement concluded in writing between the parties and the law. A right accorded to the Client is non-exclusive and may not be transferred, pledged or sublicensed.
2. The Client may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
3. Even if not expressly provided for in the Agreement, the Company may always take technical measures to protect equipment, data files, websites, software made available, software to which the Client is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.
4. The Company indemnifies the Client against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the Company itself infringe an intellectual property right of that third party, subject to the condition that the Client immediately informs the Company in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the Company. The Client shall provide the powers of attorney and information required to the Company and assist the Company to defend itself against such claims. This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to the Company by the Client for use, modification, processing or maintenance or (ii) changes made or commissioned by the Client in the software, website, data files, equipment or other materials without the Company's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the Company itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the Company, there is a good chance that such an

infringement is occurring, the Company shall if possible ensure that the Client can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the Company due to infringement of a third party's intellectual property right is excluded.

5. The Client guarantees that equipment, software, material intended for websites, data files and/or other materials and/or designs available to the Company for the use, maintenance, processing, installation or integration does not infringe any rights of third parties. The Client indemnifies the Company against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of a third party.
6. The Company is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the Client.
7. If the Company is prepared to undertake the transfer of an intellectual property right, this may only be undertaken expressly and in writing. If the parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment or other materials specifically developed for the Client shall transfer to the Client, this shall be without prejudice to the Company's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of the intellectual property right shall likewise be without prejudice to the Company's right to complete developments, either for itself or for a third party that are similar to or derived from developments that were or are being completed for the Client.

Article 15: OBLIGATIONS TO COOPERATE

1. The parties agree on proper and timely cooperation. The Client shall always extend in a timely manner the cooperation reasonably required by the Company.
2. The Client bears the risk of selecting the items, goods and/or services to be provided by the Company. The Client must always exercise the utmost care to guarantee that the requirements that the Company's performance must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardisation sheets are not binding for the Company unless expressly stated otherwise.
3. If the Client deploys employees and/or third persons in the performance of the Agreement, these employees and third persons must have the knowledge and experience required. If the Company's employees perform work at the Client's location, the Company must provide, on time and free of charge, the facilities required such as a workspace with computer and network facilities. The Company shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the Client proves that this damage or these costs are the result of deliberate intent or recklessness on the part of the Company's management.
4. The workspace and facilities must meet all legal requirements. The Client indemnifies the Company against claims of third parties, including the Company's employees who suffer injury in the context of performing the Agreement as a result of acts or omissions of the Client or unsafe situations in the Client's organisation. The Client shall make the company and security rules known to employees deployed by the Company prior to the start of the work.
5. If in connection with the Company's services and products, the Client makes software, equipment or other resources available to the Company, the Client guarantees that all licences or approvals that the Company may require in relation to these resources shall be obtained.
6. The Client is responsible for the management, including checking the settings, and the use of the products supplied and/or services provided by the Company, and the way in which the results of the products and services are used. The Client is also responsible for appropriately instructing users and for the use made by users.
7. The Client shall itself install, organise, parameterise and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and provide for the interoperability.

Article 16: OBLIGATIONS TO PROVIDE INFORMATION

1. To enable proper performance of the Agreement by the Company, the Client shall always provide all information reasonably required to the Company in a timely manner.
2. The Client guarantees that the information, designs and specifications that it has provided to the Company are accurate and complete.

Article 17: CHANGES TO PROVISION OF SERVICES

1. If, at the request or prior consent of the Client, the Company has performed work or services falling outside the scope of the agreed work and/or provision of services, the Client shall pay for this work or provision of services in accordance with the agreed rates or, if no rates have been agreed between the parties, in

accordance with the Company's usual rates. The Company is not obliged to honour such a request and may require a separate Agreement to be concluded in writing for the purpose.

2. Insofar as a fixed price has been agreed for the provision of services, the Company shall on request inform the Client in writing about the financial consequences of the additional work or additional provision of services as referred to in this article.

PART III – ADDITIONAL PROVISIONS CONFIAD PLATFORM

ADDITIONAL DEFINITIONS

- *End User*: an individual employee at the Client, who actually uses the Platform;
- *Platform*: platform (Software as a Service) services for governance activities of customers comprising:
 - registration functionality for registering (potential) clients;
 - workflows to support the information gathering and assessment criteria;
 - screening tools for assessing clients and business partners against sanction lists;
 - other services described in the Agreement.
- *Web application*: a (Saas) web application that the Company makes available to the Client for governance activities.

Article 18: TERMS

1. The Company shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by the Company or agreed between the parties shall always apply as target dates, shall not bind the Company and shall always be indicative.
2. If a term is likely to be exceeded, the Company and Client shall consult with each other about the consequences of the term being exceeded in relation to further planning.
3. In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, the Company shall only be in default as a result of a period of time being exceeded after the Client has declared the Company to be in default in writing and a reasonable term that the Client granted to the Company to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the Company the opportunity to respond adequately.
4. If it has been agreed that the work under the Agreement is to be performed in phases, the Company shall be entitled to postpone the start of a phase's work until the Client has approved the results of the preceding phase in writing.
5. The Company shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the Agreement (additional work, a change of specifications and so on) or a change in approach with respect to performance of the Agreement, or if the Client fails to fulfil its obligations arising from the Agreement or fails to do so on time or in full. Additional work during performance of the Agreement shall never constitute a reason for the Client to give notice of termination or cancellation of the Agreement.

Article 19: ACCESS TO THE WEB APPLICATION

1. The Client will receive at least one admin account to enable the Client to assign accounts to other users and manage certain things for End Users. The End User that uses the admin account will send other End Users an invitation by e-mail to make login details for their own account.
2. To access Confriad Platform and its account, the End User must provide login details (including a password) to complete.
3. The Client will instruct the End Users to keep the login details carefully and secret to prevent unauthorized access to Confriad Platform and accounts.
4. The Client is responsible for the internet connection, the peripheral device, the browser and any other facilities that are necessary to access Confriad Platform and to make use of the Platform.

Article 20: UPDATES AND BACK-UPS

1. The Company has the right to modify the software of the Platform from time to time to improve the functionality and to repair faults. Because of the fact that the Platform is used by several clients of the Company, it's not possible to dispense a particular modification only for the Client.
2. If the services provided to the Client under the Agreement include making backups of the Client data, the Company shall make a complete backup of the Client's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. The Company shall retain the backup for the duration of the agreed term or for the duration of the Company's usual term if agreements have not been made in this regard. The Company shall retain the backup with due care.

3. The Client remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

Article 21: AVAILABILITY AND MAINTENANCE

1. The Company will endeavor to provide the continuous availability of the Platform, but can offer no guarantees.
2. The Company reserves the right to temporarily suspend the provision of the platform for maintenance, modification or improvement of the Platform and web servers of the Company.
3. The Company will not be liable for any damages resulting from the interruption referred to in this article.

Article 22: DELIVERY, INSTALLATION AND ACCEPTANCE

1. At its discretion, the Company shall deliver the software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carries determined by the Company, or shall make the software available to the Client online.
2. Unless, pursuant to the Agreement, the Company must host the software and/or website on its own computer system for the Client, the Company shall deliver the website to the Client on a data carrier and in a form determined by the Company, or shall make the software and/or website available to the Client online.
3. If parties have not agreed an acceptance test, the Client shall accept the software and/of website in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the Company's obligations under the guarantees it provided. In the aforementioned case, the software and/or website shall be deemed to have been accepted by the Client upon delivery or, if installation by the Company had been agreed in writing, upon completion of installation.

Article 23: RIGHTS OF USE

1. The Company shall make the software and/or website, developed on the instructions of the Client and any associated user documentation, available to the Client for use.
2. The source code of the software and the technical documentation prepared during development of the software shall only be made available to the Client if this has been agreed in writing, in which case the Client shall be entitled to make changes to the software.
3. The Company is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.
4. No restrictions on use of the software and/or website shall apply to the Client only if the content of the written Agreement expressly shows that all design and development costs shall fully and exclusively be borne by the Client.

Article 24: PAYMENT

1. In the absence of an agreed payment schedule, all amounts that relate to the design and development of software and/or websites shall be payable each calendar month in arrears.
2. The price for the development work includes the payment for the right to use the software or website during the term of the Agreement.
3. The payment for the development of the software does not include a payment for support software and program and data libraries, and any installation services and any modification and/or maintenance of the software required by the Client. The payment also does not include the provision of support to users of the software.

Article 25: GUARANTEE

1. The Company does not guarantee that the software made available is free of errors and functions without interruption. The Company shall make efforts to fix the errors in the software within a reasonable term if and insofar as the matter concerns software and/of website developed by the Company itself and the Client has provided a detailed, written description of the defects concerned to the Company. The Company does not guarantee that all errors will always be fixed.
2. The Company does not guarantee that the software is suitable for actual use and/or the intended use.
3. The Company does not guarantee that Confriad Platform that it has developed functions well with all (new versions of) web browser types and possibly other software. The Company also does not guarantee that Confriad Platform functions well with all types of equipment.
4. The Company is never obliged to recover data that had been corrupted or lost.

PART IV: ADDITIONAL PROVISIONS CONFIAD COLLEGE

ADDITIONAL DEFINITIONS

- *Confriad College Exam*: an exam organized by the Company for the purpose of study evaluation;

- *In-House Training*: a study course provided by the Company for the Client within closed circle, for a by the Client-defined group of participants;
- *Fee*: is a fee for the course, training and/or study program, including registration fee;
- *Newsletter*: a distribution of hard copies or digital texts by the Company for which the Client requested subscription;
- *Participant*: the natural person employed by the Client following a study course;
- *Study*: a study course, training, course, re-training or in-service training, study day of topical day, workshop as well as any other form of studying.
- *Study Agreement*: an agreement that can be initiated via the website of <http://www.confriadcollege.nl/>, by means of telephone, by oral or written consent;
- *Study Materials*: study, lecture or guidance materials;

Article 26: STUDY AGREEMENT

A Study Agreement comes into effect when the Company provides a writing confirmation to the Client of the registration through the Website by the Client for Study, Newsletter or Confriad College Exam.

Artikel 27: PAYMENT

Fees of the course, training and/or study program should be paid in full and before the commencement of the course, training and/or study program.

Artikel 28: EXAMS

1. If applicable, the study course ends with the Confriad College Exam and/or an external exam and/or assignment.
2. The Client is solely responsible for the timely registration for the exam and the payment of the full amount before the re-exam when needed.
3. In case the Client cancels the Confriad College re-Exam, the Company charges the cancellation fee. In case the cancellation takes place no later than 5 days before the commencement of the Confriad College Re-exam, the Client is not obliged to pay the cancellation fee. In all the other cases, the cancellation fee amounts € 50.
4. The Company can cancel the Confriad College Exam.
5. The 'Confriad College exam regulation' applies to Confriad College. The exam regulation is presented to the Client during the first course or training and can be found on the Website.
6. The Company issues a diploma after all the requirements of the 'Confriad College exam regulation' are met and the Study Fee is fully paid by the Client.
7. The Company will provide the Client with a diploma on the name of the Participant as mentioned in the registration form. The fee for changing a diploma or the receiving of a copy of the diploma amounts € 25.
8. If the exam is provided by an exam institution other than the Company, the Client is responsible for the timely registration and compliance with the terms of the external exam. The Company does not bear any responsibility or liability related to the external exams.

Article 29: IDENTITY

1. During registration for a Study and/or an exam the Client must provide the Company with the correct and full name of the Participant or the subscriber in the registration form as mentioned in a valid identity document of the Participant.
2. Everyone following a Study or taking up a Confriad College Exam is obliged to hold and upon the request of the professor or another official of the Company demonstrate a valid identity document.

Article 30: OBLIGATIONS TO PROVIDE INFORMATION IN-HOUSE TRAINING

1. To enable proper performance of the Study Agreement by the Company, the Client shall always provide all information reasonably required by the Company at least 3 weeks before commencement of the in-House Training
2. The Client guarantees that the information, designs and specifications that it has provided to the Company are accurate and complete.
3. When the information required by the Company is not delivered on time, the Company has the right to hold a general In-House Training, which will not be specific to the special requests of the Client, that has not been delivered in a timely manner according to art 30.1, without any price changes.

Article 31: CANCELLATION OF EDUCATION

CANCELLATION BY THE COMPANY:

1. In case the number of applications for a Study, a publication or an exam is not sufficient according to the evaluation of the Company, the Company is entitled to cancel the relevant Study, the publication or the Exam (in whole or in part) before its commencement.
2. In case the Company cancels the Study or the exam without offering a new date and time, the Company shall refund the Study Fee and/or Training Fee for the Study or the Exam paid by the Client. However, the Company shall never be required to pay any damages of the costs of the Client and/or the Participant related to the cancellation.

CANCELLATION BY THE CLIENT:

3. Prior to the Study commencement the Client has the right to cancel the registration. The cancellation can only be in writing (by means of paper or by e-mail). The time of the receipt of the cancellation by the Company shall be decisive.
4. In case of the cancellation as referred in paragraph 3 of this article the Company is entitled to charge the Client costs:
 - a. if the cancellation takes place within one month and earlier than two weeks before the start of the Study: 15% of the Lesson Fee or the Study Fee;
 - b. if the cancellation takes place within two weeks and earlier than one week before the start of the Study: 35% of the Lesson Fee or the total Study Fee.
 - c. If the cancellation takes place later than one week before the start of the Study: the total Lesson Fee or the total Study Fee.
5. Prior to the course "Master Actualiteiten Trust/Compliance" the Client has the right to cancel the registration. The cancellation can only be in writing (by means of paper or by e-mail). The time of the receipt of the cancellation by the company shall be decisive.
6. In case of the cancellation as referred in paragraph 5 of this article the Company is entitled to charge the Client costs:
 - a. If the cancellation takes place more than a week before the "Master Actualiteiten Trust/Compliance" the cancellation is free of charge
 - b. If the cancellation takes place less than a week before the "Master Actualiteiten Trust/Compliance" : 25% of the Fee
 - c. If the cancellation takes place the day of the "Master Actualiteiten Trust/Compliance" before 12:00: 50% of the Fee
 - d. If the cancellation takes place after 12:00 at the day of the "Master Actualiteiten Trust/Compliance" or there is no cancellation: 100% of the Fee

CANCELLATION OF THE IN-HOUSE TRAINING

7. The cancellation by the Client of an In-house Training can only take place prior to the commencement of the In-house Training. The can only be in writing (by means of paper or by e-mail). The time of the receipt of the cancellation by the Company shall be decisive.
8. In case of cancellation as referred in the paragraph 5 the Company is entitled to charge the Client with the costs:
 - a.
 - b. if the cancellation takes place within two months and earlier than one month before the first meeting: 25% of the costs of the In-house Training as mentioned in the written confirmation of the In-house Training sent to the Client by the Company;
 - c. if the cancellation takes place between one month and earlier than two weeks before the first meeting: 50% of the costs of the In-house Training as mentioned in the written confirmation of the In-house Training sent to the Client by the Company;
 - d. if the cancellation takes place less than two weeks before the first meeting: the total costs of the In-house Training as mentioned in the written confirmation of the In-house Training sent to the Client by the Company.
9. In case the Client cancels the In-house Training after the Company re-scheduled the training upon the request of the Client, the Company is entitled to charge the Client:
 - a. if the cancellation takes place in the period between the date of the original Training and two weeks before the start of the re-scheduled In-house Training: 50% of the costs of the In-house Training as mentioned in the written confirmation of the In-house Training sent to the Client by the Company;
 - b. if the cancellation takes place less than two weeks before the start of the re-scheduled In-house Training: the total costs of the In-house Training as mentioned in the written confirmation of the In-house Training sent to the Client by the Company.

Article 32: COMPENSATION FOR ILLNESS OR DISASTER

After the commencement of the Study, the Client is not entitled to a refund of the costs already paid, unless the provisional cancellation of the Study Agreement is a direct result of serious illness or disaster on which the Company may require the proof.

Article 33: CHANGES OF DATES

1. The Company reserves the right to change the In-House Training in case of reprogramming of the requirements of an external exam or due to the qualitative improvement of the In-House Training related to the new laws and regulations.
2. Upon the request of and in consultation with the Client, the Company may (partially) change the In-house Training. However, if the In-house Training has already been approved, no further changes can follow.
3. Upon the request of and in consultation with the Client, the Company can reschedule the In-house Training (partially) for another Training venue and/of another date and/or dates. The Company shall charge the Client with an amount of € 125 euro for the administration of rescheduling.
4. The Client shall pay the costs mentioned in paragraph 3 no later than within 14 days after the decision of rescheduling the In-house Training (together with any other outstanding costs of the In-house Training). These costs include the costs of the meetings related to the rescheduling of the In-House Training. The costs will not be deducted from the total costs of the rescheduled In-House Training.

Article 34: NON-AVAILABILITY OF LECTURERS

1. In case of illness and/or non-availability of a lecturer the Company shall try to provide the Client with equal replacement to the extent possible. If the replacement is not feasible, the Company shall notify the Client as soon as possible and propose alternative dates on which the relevant Study can be performed.
2. In case of illness and/or impediment of a lecturer the Client has no right to compensation for damages.

Article 35: LIABILITY OF CONFIAD COLLEGE

All the Study materials developed by the Company as well as other works related to the In-house Training or Study are, to the best of its ability, compiled in a diligent manner by the Company. In addition to the general provisions of these Terms, the Company however is not liable for damages of any kind resulting from incorrect information in the Study materials or any other work arisen out or related to the In-house Training or Study.

Article 36: PERSONAL DATA

Personal data provided by the Client to the Company will be processed in a careful and confidential manner, in accordance with the privacy statement of the Company and the applicable privacy laws.

Article 37: PROFESSIONAL ASSOCIATIONS

The Company is entitled and sometimes required to provide results and/or data related to Studies and exams to the branch associations or to professional group associations. If and to the extent the Client has any objections to the sharing of the aforementioned data by the Company, the Client has to inform the Company prior to commencing the Study or participating in the exam.

Article 38: COMPLAINTS

Complaints concerning Confiad College are dealt with according to the Complaints regulation of the Company, which regulation is available on the Website.