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## General Terms and Conditions Training Services

### Article 1. Definitions

In these General Terms and Conditions, the following terms mean:

- ACRATS: The company ACRATS Training Services B.V. in Hoogerheide, The Netherlands;
- Other party: the party, under whatever denomination, that requests ACRATS to offer services, or signs an agreement with ACRATS for the performance or supply of an activity;
- Parties: the other party and ACRATS;
- Activity: training courses, tests, seminars, congresses, study days, organizational advice, research, lectures, workshops, but also the supply and/or execution of related services and/or similar activities by ACRATS;
- Materials: all physical materials, systems, models, schemes, programs, tools and documents that are made available as part of the execution of an agreement to ACRATS or is made available by the latter to the other party;
- Equipment: all machines and installations, including the so-called peripherals used to store or process data on information carriers, including all related parts;
- Offer: The offer and/or agreement under whatever denomination.

### Article 2. Application

- 2.1 Unless otherwise agreed in writing, the General Terms and Conditions of ACRATS apply to all offers between ACRATS and the other party, insofar as ACRATS declared these Terms and Conditions applicable.
- 2.2 Deviations of these Terms and Conditions only apply if and insofar as ACRATS confirmed them in writing and even then exclusively apply to the offer or supply for which they were agreed upon.
- 2.3 By signing an offer, the other party accepts the application of the Terms and Conditions of ACRATS. The general terms and conditions of the other party, whatever its denomination, do not apply. Insofar as these terms and conditions had been declared applicable before, insofar as necessary these terms and conditions are still explicitly excluded.
- 2.4 In addition to and whenever required in defect of these Terms and Conditions, specific stipulations apply with regard to training programs organized under the Professional Education Law. These will be laid down in a separate agreement between the other party and ACRATS.
- 2.5 ACRATS is authorized to unilaterally modify these Terms and Conditions by giving prior written notice to the other party. Such modifications will apply to all agreements signed with the application of the present Terms and Conditions.

### Article 3. Offer and acceptance

- 3.1 All offers, in whatever form, are free of obligations for ACRATS, unless they include a period for acceptance.
- 3.2 An agreement only then becomes binding after both parties will have duly signed the applicable offer.
- 3.3 In the offer ACRATS will indicate in what period the execution of the activity can get started.
- 3.4 ACRATS has the right to refuse the other party, if ACRATS is of the opinion that the other party does not comply with the stated selection criteria.

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#### **Article 4. Tariffs and costs**

- 4.1 The price or prices given in the offer are exclusive of turnover taxes unless explicitly stated differently.
- 4.2 Unless explicitly stated differently in writing, the residence costs, per Diem costs and acquisition costs of prescribed literature are to be paid by the other party, unless otherwise stipulated in the offer.
- 4.3 All agreed activities of ACRATS will take place from Monday to Friday between 08:00 and 17:00 P.M., excluding Bank holidays. Costs for activities that, upon the request of the other party, are organized outside the above period, will be charged to the other party unless otherwise stipulated in the offer.
- 4.4 ACRATS reserved the right, in case of an increase of the cost determining elements, including increases in price as the consequence of increases in wages, social security costs, taxes and/or other charges, after the time of the offer or the establishment of the agreement, to modify the agreed tariffs accordingly. ACRATS will do this based amongst others on the consumer price index of the Dutch CBS (Central Bureau on Fundraising).
- 4.4 Increases in tariffs will never give rise to any compensation. In case of increase of tariff entitles the other party to dissolve the agreement (without any compensation) within 14 calendar days after the announcement of the tariff increase.

#### **Article 5. Payments**

- 5.1 Unless agreed otherwise and in writing, the invoice of the training course (including training fee, material- and certificate costs and additional costs such as travel costs, per Diem costs etc.) must be paid in full prior to the start of the training course.
- 5.2 The payments made by the other party aim at the settlement of all interests and costs due and then to the longest outstanding payable invoices, even if the other party mentions that the settlement refers to a later invoice.
- 5.3 In case the other party does not pay within the agreed delays, it is as of right in omission. After the second reminder, ACRATS has the right without further formal notice ACRATS has the right to charge an interest that amounts to 1.5% per month, starting at the date the initial payment was due, never amounting to more than the legally allowed commercial interests.
- 5.4 In case of default of the other party with regard to its payment obligations, notwithstanding the stipulations in article 5.3, ACRATS has the right to suspend or even dissolve the agreement, without prejudice to the right by ACRATS to claim damages (e.g. missed revenues) for failure to perform.
- 5.5 At all times prior to starting the execution of the agreement, or to continue executing it, ACRATS is entitled to require from the other party whatever it considers sufficient guarantees in complying with its payment duties or to suspend the further execution of the agreement in case full payment of the invoice for the course fee and additional costs has not been received.
- 5.6 All legal and extra legal collection costs incurred by ACRATS will be paid by the other party. ACRATS will not be required to present proof thereof.

#### **Article 6. Complaints**

- 6.1 Complaints with regard to the activities carried out and/or the amounts of the invoice must be communicated to ACRATS within 15 days.
- 6.2 Complaints do not suspend the payment obligations by the other party.
- 6.3 In case of a justly brought out complaint, ACRATS will propose the other party either correction free of charge or diminishing pro rata the fees or course fees already paid or to be paid.

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### **Article 7. Term of delivery**

- 7.1 The time frame in which or the moment on which ACRATS will carry out the agreed activity, is fixed supposing that the circumstances under which the activity will take place, will not change after the acceptance of the mandate.
- 7.2 The delivery delays can never be considered as final delays, unless explicitly agreed otherwise.

### **Article 8. Additional activities**

- 8.1 For the size and the type of the agreement, the offer by ACRATS is binding.
- 8.2 In case, in the interests of the other party, for the adequate execution of the agreement or the correct execution of the training course, ACRATS will (regardless of the reason of the necessity) for the account of the other party carry out more work than what was agreed upon in writing. In such cases, ACRATS immediately informs the other party in writing, stating the costs of the additional work.

### **Article 9. Execution**

- 9.1 ACRATS will carry out the agreed activity with the utmost care and act in the interests of the other party to the best of its knowledge. However, ACRATS cannot grant any guarantee as to obtaining the results aimed at. This is only possible when prior and written other agreements were made in this respect.
- 9.2 ACRATS retains the right to refuse a participant in case he/she does not comply with the entry-level criteria of ACRATS.
- 9.3 ACRATS is entitled to modify the program for the activity and/or in the executing team or as the case may be, in order to carry out the activity.
- 9.4 In case the activity needs carrying out on the premises of the other party, the other party must make available the necessary workspaces, tools and other training aids and facilities as agreed. These spaces will be made available exclusively to ACRATS during the execution of the activity. The other party also ensures a safe training environment

### **Article 10. Cancelling**

- 10.1 The other party has the right to cancel the agreement until 28 days prior to the planned starting date of the training course at the amount of € 249,00 administrative costs. Besides these, additional costs already made by ACRATS at that moment (e.g. study materials, licenses ordered, booking costs) will be invoiced separately to the other party.
- 10.2 In case the other party cancels the agreement less than 28 days prior to the planned starting date of the training course, the other party will be held to comply with its obligations as per the agreement and the agreed price remains due in its entirety.
- 10.3 Postponement and/or modification of a planned activity by the other party is only possible until 14 days before the planned activity. In case of postponement and/or modification of a planned activity within 14 days before the planned activity, the entirety of the costs related to replanning the activity (e.g. trainers already contracted, the booking of the location, the redrafting of participation agreements) will be invoiced to the other party. ACRATS then retains the right to move the planning to retain the quality of the activity (course) to be started.

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## **Article 11. Secrecy**

- 11.1 ACRATS and the other party commit themselves to secrecy on all that comes to their notice during the execution of the activities and that is confidential by nature or even of what they can reasonably assume to recognize the confidential character.
- 11.2 ACRATS and the other party will only break the secrecy as described in 11.1 based on legal grounds or in agreement with the other party.
- 11.3 ACRATS and the other party guarantee each other back and forth that the necessary care and secrecy will be taken into account when dealing with the information shared between them. ACRATS and the other party are not entitled to use in whatever way the trade names and brands of the other party without the other party having given explicit permission to do so.
- 11.4 Each of the signing parties can disclose, both oral and in writing, valuable information to the other about ideas, products and processes that have been shown to each other in whatever way. Such information is considered as being confidential unless it is indicated in writing that the information is not confidential. The undersigned who receives the confidential information will not use it in any way, nor divulge it to any third party. This obligation does not apply in case it can be proven in written pieces that:
- i) the confidential information has already been known publicly without this being attributed specifically to the receiving party;
  - ii) the information is already known by the receiving party prior to receiving it, or;
  - iii) the information is communicated to the receiving party by a third party that has the right to disclose the information.
- 11.5 When violating any of the above stipulations, the agreement can be ended as per immediately. The parties are then entitled to recover from each other demonstrable damages suffered in relation to the above.

## **Article 12. Intellectual property**

- 12.1 The copyrights, all commercial exploitation rights including all other intellectual rights on the materials made available by ACRATS remain at all times with ACRATS or its assignees, unless otherwise agreed, explicitly and in writing. It is also allowed to ACRATS to communicate to third parties or to commercialize the courseware and the concepts in whatever form, directly and indirectly, completely or partially, with the exception of those parts and sections of the materials that contain company information of the other party.
- 12.2 Multiplication and/or making public of the materials as meant in the above section by the other party is not allowed.
- 12.3 The use by third parties of the materials made available by ACRATS is not allowed.
- 12.4 The other party is never entitled to any further or other use of the materials made available by ACRATS than such use as previously agreed upon. Should nothing be agreed in this respect, then the first use will be considered the agreed use.
- 12.5 The other party is not entitled to modify or to adapt the materials made available by ACRATS.
- 12.6 With regard to the data given by the other party to ACRATS in order to have it processed, made public and/or multiplied with the help of apparatus from ACRATS, the other party is responsible that no infringement is made to legal prescriptions and/or protective rights by third parties. The other party will safeguard ACRATS from all claims by third parties c.q. for the direct and indirect consequences, financial and others that result from the publication or multiplication.

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**Article 13. Premature ending of the agreement and shortcomings**

- 13.1 Premature ending (before the planned end of the agreement) is only possible if both parties agree to the premature ending. In case of a premature ending of the agreement in mutual consent, the sums already paid in advance will be refunded to the extent in which they refer to a period after that last organized activity. The costs for the materials made available and other costs will, however, be subtracted.
- 13.2 The absence in lessons by the other party or the definitive exclusion from an activity does not entitle the other party to a complete or partial refund of possibly made payments and neither does it discharge the other party from future payment obligations.
- 13.3 In case one of the parties does not comply adequately or timely with the obligations resulting from this agreement, this party will first in writing and per registered mail be declared in default and given a delay of 31 calendar days to undo the shortcoming and its consequences. If this party does not live up to its obligations within the delay given, the other party is entitled to either to suspend the (further) execution of the agreement, or either to repudiate entirely or partially the agreement without legal intervention, without prejudice to the other rights that party is entitled to, including the right to claim the payment in full of the amounts stated in the signed agreement and/or additional damage claims.
- 13.4 In case of a filing for bankruptcy, request for suspension of payment, or the complete or partial liquidation of the company, the concerned party is deemed to be in default ipso jure. The other party is entitled to either suspend the (further) execution of the agreement, either to entirely or partially repudiate the agreement without legal intervention, without prejudice to the other rights that party is entitled to, among others the right to claim full payment and/or compensation for damage.
- 13.5 In all cases mentioned in sections 2 and 3 of the present article, all open claims that ACRATS has at that moment on the other party will immediately be completely liable for payment.
- 13.6 When the agreement between the other party and ACRATS is not continued or is ended intermediately with the consent of both parties, the consequences will thus be agreed that the participation agreement already signed (practice agreements and/or educational agreements) will be complied with, but that no new participation agreements will be signed. The parties will consult one another concerning the further consequences.
- 13.7 At all times, ACRATS retains the right to dissolve the agreement without legal intervention in case the other party or one of its directors, partners or staff in the competence of the other party comes in trouble with the law or in the past eight years was connected to an attributable infringement. Participation agreements (practice agreements and/or educational agreements) will be complied with, but no new participation agreements will be signed.

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## **Article 14. Responsibility**

- 14.1 Except for conscious recklessness or gross culpability by the directors, managers or staff of ACRATS, ACRATS cannot be held accountable for direct or indirect damage, consequential damage, costs or interests suffered by the other party or any third party as the consequence of acts of negligence by the aforementioned members of staff nor by other subordinates of ACRATS, nor even by persons ACRATS called upon for the execution of the agreement.
- 14.2 Should ACRATS be held responsible by virtue of the previous member, this responsibility is in any case limited to the amount for which it has insured its responsibility, at any rate could have reasonably insured. In case the damage is not covered by the insurance or the insurer does not proceed to payment, the responsibility of ACRATS is limited to maximally three times the amount of the fees for the mandate in question with a maximum of € 25,000.00. For the determination of the fee are only taken into account the amounts invoiced and paid by the other party at the moment the damage causing the event took place.
- 14.3 ACRATS is not responsible for damage resulting from theft or loss.
- 14.4 ACRATS is not responsible for possible mistakes in the (courseware) materials supplied.
- 14.5 ACRATS is not responsible for not obtaining any possible subsidies, (fiscal) benefits, nor the recovery of received subsidies or benefits.

## **Article 15. Non-eligible default (act of God)**

- 15.1 In case the execution of the agreement in total or just in part is prevented by an act of God, ACRATS is entitled to suspend the execution or to cancel the agreement entirely or in part in so far as the agreement was not yet executed entirely or in part and to claim payment for all executed activities, without ACRATS being held to any payment for damages to the other party.
- 15.2 Under an act of God as meant in the present article is understood: all circumstances that suspend either permanently or temporarily the compliance with the agreement and that cannot be charged to ACRATS, but also, in so far as they have not been included in the above: war, danger of war, civil war, insurgency, strike, fire, limiting government measures of whatever kind, failure entirely or in part of a third party that is involved in the execution of the agreement and serious disturbance within the organization of ACRATS or of its suppliers.

## **Article 16 Applicable laws, complaints and litigation**

- 16.1 Only the Dutch laws are applicable on all and any agreements on which these terms and conditions are applicable entirely or in part.
- 16.2 Any dispute, controversies or claims arising between the Parties hereto as to the construction of any Agreement or any other matter or thing arising hereunder or in connection therewith shall in the first instance be settled by the Parties in good faith through friendly negotiations. Failing such settlement, any dispute, controversies or claims arising out of or in connection with any Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

## **Article 17 Final clause**

- 17.1 The invalidity of one or more clauses in these Terms and Conditions in no way whatsoever affects the validity of all other clauses.