

General Terms and Conditions IT-University B.V.

These General Terms and Conditions apply to all products and services from IT-University BV as these are also set out on the website www.it-university.nl. These general terms and conditions have been filed with the Dutch Chamber of Commerce for the Central Netherlands under file number 53744934.

1 General

In the general terms and conditions (“**Terms and Conditions**”) the following terms will have the following meaning: 1) Client: each natural or legal person with whom Contractor enters into an Agreement, or else negotiates the formation thereof, or to whom Contractor submits an offer, or towards whom Contractor performs any (juristic) act; 2) Consumer Client: a Client, being a natural person, not acting in the performance of a profession, or the running of a business; 3) Contractor: IT-University B.V., a privately held corporation with its corporate domicile in Spijkenisse, the Netherlands and all affiliated enterprises, in so far as these enterprises have declared these Terms and Conditions to be applicable as evidenced by their stationery; 4) Agreement: each agreement that comes into effect between Client and Contractor, each amendment thereto, along with all (juristic) acts in preparation and for the execution of said agreement; 5) Services: all work activities that are subject to this Agreement and which work activities may consist of providing (closed) training sessions, either or not scheduled, facilitating exams, making classrooms available, or providing consultancy; 6) Cancellation costs: the compensation owed by Client to Contractor for cancelling or Rescheduling an agreed upon Service by Client, expressed in a percentage of the Agreed upon rate for rendering the Service in question; 7) Rescheduling: the written request from Client to Contractor to procure the Service in question at another time than agreed upon in the Agreement.

2 Applicability

2.1 These Terms and Conditions form part of all Agreements. 2.2 Pursuant to Agreements, Contractor may only be legally represented by those who are authorized to do so as is evidenced by the registration in the Dutch Chamber of Commerce in Utrecht, the Netherlands.

3 Offers

3.1 An offer, proposal or (price) quotation will not bind Contractor and will only apply as an invitation for registration or for giving an order for a Service. Client may derive no rights from obvious errors in writing in an offer or (price) quotation. 3.2 In deviation from Book 7, Sections 404, 407 and 409 of the Dutch Civil Code, all Services are, irrespective as to whether the assignment was granted with a view to a specific person, exclusively accepted and performed by Contractor and its directors and those employed by the company, are not personally bound or liable and the assignment to Contractor will not end by their demise, by them being placed under conservatorship, by them being granted a moratorium or by their bankruptcy.

4 Formation of the Agreement, duration, amendment of the Agreement

4.1 An Agreement will only come into effect if and in so far as Contractor accepts a tender or other Service in writing, or else when Contractor executes a tender or other Service. 4.2 An Agreement is contracted for an unlimited duration and shall end after the Contractor has terminated the agreement in writing with due observance of the notice period. 4.3 Amendments and additions to any provision in the Agreement or the Terms and Conditions apply only if and in so far as agreed upon between parties in writing. The amendment or addition will apply only to the Agreement in question.

5 Cooperation from the Client

5.1 Client is under the obligation to make available all data, documentation and facilities that Contractor requires according to its assessment for proper execution of the granted assignment in a timely fashion and in the form and manner desired. 5.2 Client is under the obligation to inform Contractor forthwith regarding facts and circumstances which may be of interest in connection with the execution of the assignment. 5.3 Client will warrant the correctness, completeness and reliability of the data, documentation and facilities made available to Contractor, also if these originate from third parties, in so far as the nature of the assignment does not provide otherwise.

6 Execution of the Services pursuant to an Agreement

6.1 The Services rendered by Contractor for Client are carried out to the best of Contractor’s knowledge and ability, in accordance with high standards. Contractor will endeavour to achieve as good a result as possible, but expressly does not warrant a specific result to be achieved. Consequently, Contractor will not be liable for failing

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to achieve any explicitly or implicitly set objective or result, except if and in so far as Contractor has provided explicit and written warranties to that effect. 6.2 Except for when a training course is concerned, Contractor will not be under the obligation to comply with Client's wish to deploy certain employees of Contractor, pointed out by Client, for rendering the Services. In the event that Contractor deploys the employees pointed out by Client for a training course in accordance with Client's wishes, Contractor will not warrant these employees being available and deployed as such, during the entire period where within the Services are carried out.

7 Intellectual property

7.1 Contractor will acquire no right to intellectual property in respect of (the results of the) Services. 7.2 Client will be expressly forbidden to multiply and/or disclose the Services and the results thereof, which will include course material, material for study days and individual learning centers, programs, designs, working methods, recommendations, reports and other intellectual products from Contractor, all this in the broadest sense, either or not with the help of third parties, unless these Services are expressly (and as laid down in writing) intended for multiplication, disclosure and/or exploitation. Disclosure may therefore only be effected after acquiring consent from Contractor. In case of early termination of the Agreement, the previous provision will apply mutatis mutandis. 7.3 Contractor declares that to the best of its knowledge, the Services do not violate intellectual property rights of third parties as they apply in the Netherlands. In case of claims from third parties relevant to violation of such rights, if necessary, Contractor may either replace or amend the Services in question, or else terminate the Agreement wholly, or in part. Client will solely be entitled to terminate the Agreement in so far as it cannot reasonably be asked to maintain the Agreement.

8 Confidentiality

8.1 Subject to Client's consent, Contractor will not apply the information made available to him by Client for other purposes than what it was acquired for. However, an exception will be made in case Contractor appears in legal proceedings on its own behalf where these documents may be of interest. 8.2 Parties are under the obligation towards each other to observe confidentiality concerning all matters which pursuant to their relationship is brought to the attention of the other party, unless these concern matters of public knowledge, or in respect of which the other party has explicitly noted not to require confidentiality. Parties will not refuse each other approval on unreasonable grounds to publicly announce the existence of a relationship between parties.

9 Price/Fee

9.1 In case of demonstrable change of one or more of the costprice determining factors, such as purchase prices, rates, wages, taxes, rights, charges, freights and the like, after the formation of the Agreement, Contractor will be entitled to amend the prices agreed upon accordingly, regardless as to whether the change was not foreseeable for Contractor at the time the Agreement was concluded. 9.2 In the event that the price change leads to a price increase of more than 15% Client will have the right to terminate the Agreement. 9.3 Contractor may not invoke the provisions of article 9.1 towards a Consumer Client within a period of three months after concluding the Agreement. 9.4 All prices of Contractor are in Euros and excluding VAT or else exempt from VAT.

10 Payment

10.1 Payment by Client will be made without deductions, discount or setoff within the terms agreed upon for that purpose, but in any case no later than 30 days after the invoice date. Payment of a service will be made before the commencement of the Service. Payment will be made in Euros by way of transfer into a bank account to be indicated by Contractor. Objections against submitted invoices will not suspend the payment obligation. 10.2 In case Client fails to fulfill payment within the terms referred to under article 10.1, Client will be in default. In that case all claims from Contractor on Client of whatever nature, will be immediately due and payable and Contractor will be entitled to charge Client with an interest based on 1% per month, a part of the month included, as per the due date until the date of full payment, without further notice of default and without prejudice to the other rights of Contractor. 10.3 All reasonable judicial and extrajudicial (collection) costs incurred by Contractor as a result of non-compliance by Client with its payment obligations will be charged to Client. Except for in so far as a Consumer Client is concerned, the extrajudicial costs will amount to 15% of the principal sum, with a minimum of € 125, to be increased by the VAT payable on that amount. 10.4 In the event that at any time Contractor has obvious misgivings regarding the creditworthiness of Client, Contractor will have the right, prior to performing (further), to demand (partial) advance payment of the amounts payable from Client, or else demand that Client provides proper collateral to the extent of the amounts, that Client, either or not due and payable, can or should be able to claim from Contractor based on the Agreement, such at Contractor's discretion.

11 Complaints/Guarantee/Liability

11.1 Complaints about shortcomings in the execution of the Services must be reported in writing to Contractor, no later than 10 days after discovery of the shortcomings. 11.2 Client will not be allowed to suspend its payment obligations and/or any other obligation arising from these Terms and Conditions or the Agreement on account of (alleged) shortcomings in the execution of the Services, nor in case complaints were made by Client about these (alleged) shortcomings. 11.3 In case of timely, correct and justified complaining by Client concerning shortcomings in the Services and Client furthermore is not in default towards Contractor, a term will be agreed with Client where within shortcomings in the Services will be remedied by Contractor free of charge, or else, if deemed necessary by Contractor, the Services affected by shortcomings will be carried out again. 11.4 Contractor will not be bound to carry out its obligations pursuant to article 11.3 of these Terms and Conditions if: a. its directions or recommendations concerning goods, or otherwise pertaining to the Services have not been followed precisely by Client; b. Client has not used the Services in question correctly, or else used them improperly or not in accordance with the designation disclosed to Contractor. 11.5 In case of Services proving to be improperly executed, Contractor will not be bound to comply with any further (compensation) obligations other than laid down in this article. Every liability for any other damages arising from the execution of the Agreement by Contractor will be excluded. 11.6 In case at any given time it would be established judicially that Contractor is liable for any further damage arising from the execution by Contractor of the Agreement, the compensation obligation will in all cases be limited to the amount that the Contractor's insurance company pays out. If – for whatever reason – no payment from an insurance company is forthcoming, the compensation obligation of Contractor will be limited as follows: a. in case of training courses, exams and classroom rent, Contractor will be liable for up to no more than the claim amount as agreed upon and recorded in the registration form of the Agreement; b. in case of a consultancy assignment, Contractor will be liable to no more than the fee that Contractor has agreed upon for his Services within the framework of that assignment; c. in case of an Agreement of over six months, a limitation on the liability referred to here will apply, up to no more than the claim amount over the last 6 months of that assignment. 11.7 In case Contractor involves third parties in the execution of the Agreement, Contractor will not be liable for any errors from the part of said third parties, except for in so far as Client proves that Contractor within reason could have not chosen said third party. 11.8 Contractor will not be able to rely on appeal concerning the liability limitations in question, pertaining to damages caused by his own intent or recklessness. 11.9 In case upon execution of the Agreement, Contractor has made an error apparent to Client, the latter will be under the obligation to immediately notify Contractor of this. If Client fails to notify Contractor of the error, Contractor will not be liable for damage caused by the error, except for in so far as the damage would also have arisen, had the Client reported the error immediately. 11.10 The liability limitations laid down in this article are also stipulated for the benefit of the third parties called in by Contractor for the execution of the Agreement, which third parties therefore may directly invoke these liability limitations. It is therefore a third-party clause, as referred to in Book 6, Section 253 of the Dutch Civil Code, effective towards each third party at no cost. Client may not revoke the clause. 11.11 In so far as any third party incurs damage in excess of the compensation obligation of Contractor under this article, Client will indemnify Contractor from this. 11.12 Client indemnifies Contractor for claims from third parties due to damage caused by Client providing Contractor with incorrect or incomplete information, unless Client provides proof that the damage is not related to intent or recklessness on his part, or else is caused by intent or recklessness on the part of Contractor.

12 Termination

12.1 In case Client fails to comply, or fails to comply in time with any obligation arising for him from the Agreement, Client will be in default and Contractor will be entitled, without notice of default or judicial interference, to: a. suspend execution of the Agreement and agreements directly related to it, until compliance has been sufficiently secured; b. wholly or partially terminate the Agreement and agreements directly related to it, if Client as yet fails to comply with the obligation as referred to under a. within 30 days and all this without the Contractor being bound to any compensation. 12.2 Contractor will have the right to terminate the Agreement with immediate effect, without notice of default or judicial intervention in case: a. the Client is declared bankrupt, or a petition thereto has been filed, or has been granted a moratorium; b. in case all or part of the property of Client is seized; c. the Client has become legally incompetent or imprisoned by a court ruling; d. the Client is terminated or liquidated, or, in case this concerns a natural person, passes away; or e. Client proceeds to cessation of its business operations, transfer of its business into a business yet to be established or already existing and Client has not yet complied with all its obligations towards Contractor. 12.3 The provisions in article 12.2 under a. do not apply in case a Client or its liquidator or administrator declares towards Contractor upon his written request to fulfill the Agreement(s) within a reasonable term. In such case as the latter, Contractor will have the right, without notice of default, to suspend the execution of the Agreement(s) until compliance by Client has been sufficiently secured. 12.4 In case an event as referred to in 12.1 or 12.2 of the Terms and Conditions

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occurs, all claims from Contractor on Client, either or not pursuant to the Agreement(s) in question, will be immediately and fully due and payable.

13 Cancellation and Rescheduling by Client

13.1 Cancellation and Rescheduling by Client of a Service agreed upon in the Agreement will always take place in writing (e-mail included here within) to the Contractor. 13.2 With due observance of the provisions in this paragraph of the article, the following Cancellation Costs may apply: a. in case this concerns a scheduled training course or other services: – up to 10 working days prior to the start of providing the Services, the Cancellation Costs will be 0%; – in the period between 10 and 2 working days prior to the start of providing the Services, the Cancellation Costs will be 50%; – less than 2 working days prior to the start of providing the Services, the Cancellation Costs will be 100%. b. if and in so far the Service concerns a Last Minute, the Cancellation Costs will be 100%; c. if and in so far as the Services concerned are closed training course sessions: – up to 15 working days prior to the start of providing the Services, the Cancellation Costs will be 0%; – in the period between 15 and 5 working days prior to the start of providing the Services, the Cancellation Costs will be 50%; – less than 5 working days prior to the start of providing the Services, the Cancellation Costs will be 100%; d. if and in so far as the Services concerned are exams: – up to 2 working days prior to the start of providing the Services, the Cancellation Costs will be 0%; – less than 2 working days prior to the start of providing the Services, the Cancellation Costs will be 100%. e. in case the Service(s) concern(s) the rental of a classroom: – up to 6 weeks prior to the start of providing the Services, the Cancellation Costs will be 0%. – in the period between 6 weeks and 5 working days prior to the start of providing the Services, the Cancellation Costs will be 50%; – less than 5 working days prior to the start of providing the Services, the Cancellation Costs will be 100%. f. in case the Service(s) concern(s) the purchase of training courses spread over a number of days, the Cancellation Costs will be 100%.

14 Cancellation by Contractor

14.1 Contractor will seek to carry out an agreed upon Service at all times. In case, due to unforeseen circumstances, which will include, but not be limited to the circumstance that an insufficient number of participants has registered for the training course, the Service must be cancelled or rescheduled, in respect of the liability for the damage arisen as a result of the cancellation by Contractor, this will be equal to a maximum 100% of the compensation payable by Client for the Service in question.

15 Force Majeure

15.1 In case of force majeure, Client will have no right to compensation, also not when the force majeure might result in any benefit for Contractor. 15.2 In the event that as a result of force majeure, the other party has been unable to comply with its obligations for a period of 1 month, or else in the event that it is certain that the situation of force majeure will last longer than 2 months, both parties will have the right to terminate the Agreement with immediate effect and without the requirement of judicial intervention, by way of a written notification for that purpose to the other party. This right to terminate the Agreement lapses in case prior to its application, the obligation of which compliance was temporarily impaired by the force majeure situation is as yet complied with. 15.3 In case of force majeure, the agreed term as referred to in article 4.2 will be extended with the duration of the period that the Services are delayed by through force majeure on the part of Contractor and with the duration of the period that Client is in default of compliance with any obligation under the agreement and/or these Terms and Conditions. 15.4 Force Majeure means each circumstance outside the control of Contractor, which causes compliance with its obligations towards Client to be wholly or partially prevented, or because of which the compliance of its obligations may reasonably not be expected from Contractor, regardless as to whether that circumstance could have been foreseen at the time the Agreement was concluded. These circumstances will also include: strikes and exclusions, blockades, riots, interruptions or other problems at Contractor or its suppliers, illness of workers, or shortage in the relevant part of the labor market and/or problems with the own transportation or the transportation arranged by third parties, or measures from any government authority, also the absence of any licence obtainable from the government.

16 Waiver of rights

16.1 The rights and authorities of Contractor pursuant to the Agreement or these Terms and Conditions will not be affected or limited if any provisions in the Agreement or these Terms and Conditions are not immediately enforced. Waiving the right to any provision in the Agreement or these Terms and Conditions will only be in effect if the right is waived in writing.

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17 Conflicting clauses

17.1 In case these Terms and Conditions and the confirmation of the order contain mutually conflicting conditions, the conditions included in this confirmation of the order will be in effect.

18 Noncompetition clause

18.1 Client will be prohibited during the provision of the Services or within 6 months after completion of said Services, from hiring or employing persons who are involved or have been involved in the execution of the Services on behalf of Contractor in any which way, or from negotiating employment with these persons, other than after written consent granted by Contractor.

19. Illness of trainer / consultant

19.1 In case a trainer is ill and/or unable to attend, Contractor will provide equally competent replacement within 48 hours. 19.2 In case replacement within the set term proves to be unfeasible, Contractor will notify Client of this within 24 hours and article 15 will then apply. 19.3 In case Contractor provides equally competent replacement within 48 hours, article 15 will not apply and Client will not be entitled to compensation of damages, interest and costs and/or discount on or reduction of the agreed fee. This article takes precedence over any reimbursement scheme from article 4.6 hereinabove.

20. Electronic mail (e-mail) and electronic data communications

20.1 Unless otherwise agreed upon by parties, the communication (sending and receiving messages, either or not containing attachments) between Client and Contractor in the framework of (the execution of) the assignment may (also) be conducted through electronic mail. Said communication will be conducted subject to the following conditions and provisions: a. With the exception of the agreement that comes into effect by electronic registration by Client, after the registration is confirmed by Contractor by e-mail, sending and receiving messages by electronic mail will solely be intended for the exchange of information and not for the exchange of declarations of intent directed at the other party, unless expressly otherwise agreed upon by parties; b. a message sent by electronic mail will be considered to have been received by the addressee, if the sender (through electronic mail) has received a confirmation of receipt of the message by the addressee or if receipt of the message by the addressee becomes apparent otherwise; c. in case there is doubt regarding the correctness or completeness of a message received by electronic mail, the contents of the message sent by Contractor will prevail. 20.2 Contractor will not vouch for correct, complete and/or timely transfer of a message sent by electronic mail. 20.3 Contractor will take measures which may be reasonably expected of it, to prevent third parties from taking note of the contents of messages sent by electronic mail and any attachments belonging thereto, but Contractor cannot vouch for third parties not taking note of these messages, so Contractor will accept no liability for damages resulting from third parties taking note of the content of these messages and any attachments belonging thereto. 20.4. In the event that the execution of the assignment is (also) effected with the aid of electronic data communications, Contractor will take measures which may be reasonably expected of it, to prevent breakdown or delay, or else if mutilation of, or changes in data occur during sending or receiving data, both in relation to the Client and in the relation to third parties. However, Contractor has no power over the means of data communication and/or computer systems through which electronic data communications is effected, so Contractor will accept no liability for damages resulting from the use of electronic data communications as a resource in the execution of the assignment.

21 Applicable law and forum selection

21.1 Agreements and these Terms and Conditions are governed by Dutch law. 21.2 All disputes in connection with the Agreement or these Terms and Conditions, in so far as not prescribed as mandatory pursuant to the law, will be governed by the competent court in the domicile of Contractor, subject to the proviso that Contractor will be entitled to, either or not simultaneously, bring actions against Client in other courts of justice, competent to take cognizance of such actions. 21.3 In case one or more of the articles of these Terms and Conditions is declared inapplicable by a court, the other provisions will remain in full force. Parties undertake to replace a non-binding article by a binding article, which deviates as little as possible from the non-binding article.