General terms of payment and delivery as performed by Risk Management Consultancy B.V.

-TRAINING-

These provisions apply to all legal relationships between Risk Management Consultancy B.V. (hereafter "RMC") and its clients concerning work to be carried out by RMC for the client including an offer made by RMC for the performance of work.

Article1. Definitions

Client: a natural or legal person or identity with who it has been agreed upon to participate in training to be performed by RMC

Trainee: a natural person who is participating on behalf of the Client in a training course to be performed by RMC

Training: A training course, workshop, coaching-route, counselling, assessment or any other gathering with the objective of instructing participants to increase their knowledge and/or skills.

'Open training': 'Open training' can be characterised by the participation of various trainees of different companies and/or organisations.

'In company' training: 'In company' training can be described as training for participants of the same company and/or organisation. 6. Terms: the below mentioned general terms.

Article 2. Applicability

These general terms of payment and delivery are applicable to all tenders, general offers, legal acts, agreements, quotations, etc. of Risk Management Consultancy B.V. even when these tenders, general agreements, legal actions, etc. are related to and/or are the result of offers already agreed upon.

Changes and/or replacements with regard to the general terms should be confirmed explicitly and in writing by the Client.

A registration as mentioned in article 3 part one or the acceptance of an agreement as mentioned in article 4 part two, implies acceptance of the applicability of these terms.

The General terms of payment and delivery of the Client are not applicable as far as they conflict with the terms of payment and delivery as laid down by RMC.

Article 3. Registration and acknowledgement of registration for open training

The Client can register for open training as arranged by RMC in the following ways: by means of registration through the website www.riskmanagementconsulyancy.com, by sending in the registration form fully completed by fax or post, by telephone notification, or by registration by e-mail.

RMC always sends the Client a written confirmation of the registration as mentioned before, by e-mail, post or otherwise.

After the sending of this confirmation, the agreement with regard to participation in the training has been set. A confirmation can also been agreed upon by other means. This confirmation covers the contents of the agreement unless proven otherwise.

A maximum number of trainees per training is applicable. Registrations will be accepted in the sequence of receipt.



Article 4. Agreement with regard to 'In company training'

With regard to "In company training", the Client will request a tender from RMC.

This tender for participating in "In company training" is agreed upon by mutual acceptance.

The content of the tender is treated as an agreement. A deviation in the acceptance of the agreement will be seen as a rejection of the original agreement as well as an invitation to draw up an altered one.

Article 5. Prices of open training

By registering via a registration form or by telephone, training prices as mentioned in the most recent training leaflets which are distributed by RMC apply, these prices also apply, should the Client have been informed otherwise.

Prices as mentioned in a mailing apply, when registration for the training has been sent in by means of a registration form, by mail.

Prices which are mentioned on the website www.riskmanagementconsultancy.com apply for registration by means of a registration form on the internet or by submission by e-mail and/or electronic post at the time of the registration.

Training prices include the cost of training materials, unless mentioned otherwise.

Training prices include the cost of the training venue, lunch, as well as refreshments (coffee, tea, water), unless mentioned otherwise.

Training prices do not include the cost of overnight accommodation, travel costs, as well as any other costs incurred by the trainee, unless mentioned otherwise.

Obligatory accommodation can be part of the training. These additional costs are not included in the training fee.

Should RMC handle the coordination of additional training costs, which are not included in the training fee, these costs will be charged to the Client at cost plus a 5% administration fee.

Prices can be adjusted should unforeseen circumstances occur. 10. Prices will be adjusted accordingly should the VAT system or VAT amount change.

Article 6. Prices of 'In Company training'

Training prices as mentioned in the agreement are only valid during the duration of the agreement.

Training prices as mentioned include the cost of training materials, unless mentioned otherwise.

3. Training prices as mentioned exclude the cost of the training venue, lunch and refreshments (coffee, tea, water), unless mentioned otherwise.

Training prices as mentioned do not include the cost of overnight accommodation, travel costs, as well as any other costs incurred by the trainee, unless mentioned otherwise.

Obligatory accommodation can be part of the training. These additional costs are not included in the training fee.



Should RMC handle the coordination of additional training costs, which are not included in the training fee, these costs will be charged to the Client at cost plus a 5% administration fee.

When VAT applies, mentioned prices are excluding VAT and will be charged including VAT.

Prices can be adjusted, should unforeseen circumstances occur.

Prices will be adjusted accordingly should the VAT system or VAT amount change.

Article 7. Payment

After the training registration as mentioned in article 3 or after acceptance of the quotation as mentioned in article 4, RMC will send an invoice with regard to the training services to the Client.

Final payment by the Client will take place within 30 days after the date of invoice, but at least before the start of the first training day without any right for discount or settlement, by means of remitting the amount to a bank account number designated by RMC. Payment by means of credit card is possible through the website www.riskmanagementconsultancy.com. For credit card payments an additional amount of 5% is applicable as an administration fee.

Should the Client not have paid the total amount, as mentioned in part 2 of this article, before the start of the training, the Client will be held responsible by law for the settlement of the invoice. Without further notice, the Client is obliged from the maturity date of the invoice until the date of the full settlement of the mentioned invoice to pay an interest fee of 1% per month of the total outstanding amount, by which a part of a month will be treated as a whole month.

Should the Client not fully pay the invoice, any costs involved for RMC will be charged to the Client. These costs involve all legal and non-legal costs, e.g. costs for the collection of debt, legal counselling and/or the cost of lawyers. The extrajudicial cost will consist of at least 15% of the total outstanding amount.

Should the full amount of the invoice not have been received by RMC before the start of the Training, the Trainee has no right to participate in the Training, regardless the Client is obligated to pay the total Training fee plus extra additional cost, should these apply, without delay.

Article 8. Change of training date of 'In company training' by the Client

Through mutual consultation the training date or parts of the training dates, on which an 'In company training' takes place, can be changed without additional cost up until four weeks before the actual start of the training or part of the training. 50% of the total training fee will be charged should the training date be changed less than four weeks but more than one week before the date planned. Should the training date be changed less than one week before the start of the training the total training amount must be paid by the Client.

A request for a change of a training date should be sent to RMC by the Client in writing.

When cancellation takes place less than four weeks but more than one week before the planned start date of the training, 50% of the total amount will be charged as a cancellation fee. The full amount will be charged when the cancellation takes place less than one week before the planned start date of the training. In that case the Client has no right to a refund of any amount already paid.

Cancellation by the Client of the agreement is not possible, after the start of the training. 5. After cancellation by the Client any additional training costs, for which RMC handles the



coordination, will be fully charged to the Client upon the cancellation of the training, at cost plus a 5% administration fee.

Article 9. Cancellation of open training by the Client

Up until four weeks before the start of open training, the Client can cancel participation by sending a registered letter.

For a cancellation made up until four weeks before the start of the first training day an administration fee of € 200,- ex VAT will be charged. For a cancellation made less than four weeks but more than one week before the start of the first training day 50% of the total training fee will be charged as a cancellation fee.

For a cancellation made less than one week before the start of the first training day the full training fee must be paid by the Client. In that case the Client has no right to a refund of any amount already paid.

Cancellation by the Client of the agreement is not possible, after the start of the training.

After cancellation by the Client any additional costs, for which RMC handles the coordination, will be fully charged to the Client upon the cancellation of the training, at cost plus a 5% administration fee.

Article 10. Cancellation by the Trainee

Should the trainee not be able to take part in the training, replacement by another trainee is possible, provided the trainee is registered by RMC at least one week before the first training day. For this replacement no extra cost will be charged.

On request a trainee who is not able to participate in the training can be booked on to the same training on another date. For such a re-booking made more than one week before the first training day an administration fee of \leq 50.- ex VAT will be charged. For such a rebooking made less than one week before the first training day an administration fee of 50% of the total training price will be charged, with a minimum amount of \leq 50.- ex VAT. 3. Re-booking of a trainee is only allowed once per trainee per training.

Article 11. Cancellation of the training by RMC

RMC reserves the right to cancel the training at least three (3) days before the first training day. The Client will be informed immediately upon cancellation. RMC will restitute the amount already paid by the Client for the cancelled training. If possible, RMC will offer an alternative training date. Should the Client agree with this date, the training fee will not be restituted by RMC.

Article 12. Liability

RMC cannot be held responsible for any harm which occurs during or in relation with training participation of a training offered by RMC or a cancellation of a training agreement by RMC unless RMC can be charged with gross negligence.

Should RMC at any moment, despite the fact mentioned in article one, be responsible for any damage, loss or harm, the cost of this damage, loss or harm will be limited to the maximum amount of the training invoice sent to the Client.

Indirect loss, damage or harm will not be reimbursed.



Article 13. Intellectual ownership

The Client will be the owner of the training manuals as supplied during the training by RMC. The rights of the intellectual property with regard to the training as well as the training materials and/or other parts or products with regard to the training given will be reserved by RMC.

Without the prior written agreement of RMC the Client is not allowed to reveal, explore, or copy the offered training materials or parts or summaries of the training manuals in any way.

Article 14. Replacement of trainer or lecturer

RMC always has the right to replace a trainer or lecturer who is appointed by RMC to conduct the training.

Article 15. Certificate

All trainees who have completed the training with success will be granted a certificate. A final exam can be part of the training.

Article 16. Applicable rights

In all agreements, general offers, legal acts, etc. of RMC, as well as agreements between RMC and the Client, Dutch law is applicable. Dutch law also applies should an agreement be performed partly or completely abroad, or should any legal party have a residence abroad.

All disputes between parties with reference to agreements or orders, general terms of payment, etc. on which these conditions apply or with reference to agreements which are part thereof, will be brought before a jurisdiction in Amsterdam, The Netherlands, unless the applicable law says otherwise.

Parties will only take legal action after they have done the utmost to settle the disagreement with mutual consideration.

Article 17. Place and changes in general terms of payment and delivery

The present terms are filed at the chamber of commerce of Northwest Holland in Alkmaar.

The terms as filed on the most recent date, are the terms applicable, as well as the version as applicable during the time of the realisation of the legal relationship between RMC and the Client.

The Dutch text of the legal terms of payment and delivery is always applicable with regard to explanation thereof.

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