

General terms and conditions

1. Applicability of general terms and conditions

- 1.1. These general conditions apply to all assignments carried out by Projective Group NL B.V. (hereinafter PGNL).
- 1.2. These general terms and conditions may only be deviated from in writing.

2. Formation of the assignment

- 2.1. The assignment is concluded when the agreement signed by you and us laying down the assignment (assignment confirmation) is received back by us, or, if the agreement signed by you has not (yet) been received back, when we, at your express request, have started carrying out the assignment.

3. Your obligations

- 3.1. You must provide us with all information and documents that we, in our opinion, require for the execution of the engagement in a timely manner and in the form we require.
- 3.2. The assignment is carried out by us on the basis of the data and documents made available to us by you in the context of the assignment, including interviews we conduct with you. You yourself are responsible for the accuracy, completeness and reliability of the data and documents provided by you.
- 3.3. You are solely responsible for the terms of reference and for the decisions you take in response to or (partly) on the basis of our work.
- 3.4. The costs and damage resulting from the delay in the execution of the order, caused by the failure to make requested information, facilities and/or employees available, on time or properly, shall be at your expense and risk.

4. Execution of the assignment

- 4.1. We shall perform all work to the best of our knowledge and ability in accordance with the requirements of good workmanship. With regard to the (intended) work, this is a best-efforts obligation, unless explicitly agreed otherwise.
- 4.2. We carry out an assignment exclusively for the benefit of the client. Third parties cannot derive any rights from the assignment and the work performed in the context thereof.
- 4.3. We determine how and by which persons the assignment is carried out. We reserve the right to replace the employees assigned to the assignment, in consultation with you.

5. Intellectual property

- 5.1. We reserve all rights with regard to intellectual products that we use or have used and/or that we develop or have developed within the scope of the execution of the order and in

respect of which we hold or can enforce copyrights or other intellectual property rights.

- 5.2. You are expressly forbidden from reproducing, publishing or exploiting those products of ours, including computer programmes, system designs, working methods, advice, (model) contracts and (model) policy documents and other intellectual products, all in the broadest sense of the word. You have the right to reproduce the written documents for internal use, to the extent appropriate within the purpose of the assignment.

6. Confidentiality and data protection

- 6.1. Unless any law, regulation or other (professional) rule obliges us to disclose, we are obliged to keep confidential information relating to your company and/or your business activities. We will only use the confidential information you provide to us for the purpose for which it was obtained, unless you have given us written consent to use it for another purpose.
- 6.2. PGNL processes personal data as part of the assignment. Specific arrangements regarding the processing of personal data are set out in the processor agreement below.

7. Fee

- 7.1. Our fee (rates) will be stated in the order confirmation. Any costs charged separately, such as travel and accommodation expenses, will be stated in the order confirmation. All fees, unless otherwise stated, are exclusive of sales tax.
- 7.2. In case of assignments with a duration of more than six months, we may adjust the rates in the interim. We will notify you of this at least one month in advance.
- 7.3. All judicial and extrajudicial (collection) costs which we incur or have incurred in connection with the non-performance of your payment obligations shall be for your account.

8. Payment

- 8.1. Our invoices must be paid within 21 days - without suspension or set-off - unless otherwise agreed in writing. If payment is not made after a reminder, we are entitled to charge you extrajudicial collection costs.
- 8.2. In case of non-payment of our invoices, we are entitled to suspend the work until full payment of the outstanding invoices has been made, excluding any liability for damages that may arise as a result.

9. Liability and indemnity

- 9.1. We shall perform our work to the best of our ability, exercising the care that may be expected of us. If errors are made because you have provided us with incorrect or incomplete information, we shall not be liable for any resulting damage.

- 9.2. We are liable if the error would have been avoided if we had acted carefully. In this case, we shall be liable for any (provable) damage up to the amount paid out in connection therewith under the professional liability insurance taken out by PGNL. If the insurer does not pay out, PGNL's total liability shall be limited to a maximum of 50% of the fees paid and/or still owed by you for the work performed under the assignment over the last six months.
- 9.3. We will not be liable for consequential damages of any kind (including, but not limited to, lost profits, forfeited penalties, loss of goodwill or lost business opportunities).
- 9.4. Neither party shall be liable for any damages, costs, detriment or inconvenience resulting from loss, delay, interception, corruption or modification of e-mail over the Internet due to causes beyond the reasonable control of that party.
- 9.5. You shall indemnify us against all claims by third parties as well as the costs to be incurred by us in connection therewith, including costs of legal assistance, which claims arise from the work performed by us for you.

10. Complaints

- 10.1. Complaints relating to work performed or the invoice amount at the risk of forfeiting all claims, must be made known to us in writing within 60 days of the date of dispatch of the documents or information about which you are complaining, or within 60 days of the discovery of the defect, error or shortcoming, if you demonstrate that you could not reasonably have discovered the defect, error or shortcoming earlier.
- 10.2. Complaints do not suspend your payment obligations.
- 10.3. In the event of a justified and timely complaint, you shall have the choice between adjustment of the fee charged, rectification or re-performance of the disputed work free of charge, or not (or no longer) carrying out the assignment in whole or in part against a proportional refund of the fee already paid by you.

11. Conflicting clauses

- 11.1. If these general terms and conditions and the order confirmation contain mutually conflicting terms, the terms contained in the order confirmation shall apply.

12. Additional conditions training courses

Course cancellation

- 12.1. Cancellation of a classroom training course is only possible before the training course has started. For cancellations up to 31 calendar

days prior to the start of the classroom training course at the latest, the actual costs incurred are due with a maximum of 25% of the training price. Between 30 and 14 calendar days prior to the start of the course, 50% of the course price is due. If cancelled within 14 days, the entire training price is due.

- 12.2. Cancellation of an e-learning course is only possible up to and including 14 days after purchase of the course under the condition that the student has not yet logged on to the course. The time of logging in is determined by its registration in the electronic learning environment.
- 12.3. Cancellation must be made in writing (by letter or e-mail). The date of receipt is the date of the postmark or the date of receipt of the e-mail.

Change date

- 12.4. Should a classroom training course be fully booked or have insufficient participants on the specified date, PGNL has the right to change the date of this training course. PGNL will schedule a new date in that case.
- 12.5. PGNL has the right to change a classroom training course in case of force majeure. If the date of the training course changes, PGNL will schedule a new date. If the course participant is unable to attend on this new date for any reason, a pro rata refund of the training price of the training will be made.

Complaints

- 12.6. PGNL has a separate complaints procedure for complaints relating to the courses offered by PGNL. Complaints will be dealt with in accordance with this complaints procedure.

VAT exemption

- 12.7. PGNL is a CRKBO-registered institution. PGNL's courses are exempt from VAT by virtue thereof.

13. Applicable law and dispute resolution

- 13.1. All assignments are governed exclusively by Dutch law. Disputes relating to the assignment shall in the first instance be settled by the competent court in Amsterdam.

14. Other

- 14.1. These general terms and conditions have been filed with the Chamber of Commerce. Projective Group NL B.V. is registered with the Chamber of Commerce in Amsterdam under number 30145177.

Processor agreement

This Processor Agreement applies to all services performed by PGNL that involve the processing of Personal Data pursuant to your instructions. This Processor Agreement sets out specific arrangements regarding the Processing of Personal Data.

1. Definitions

In this Processor Agreement means:

GDPR: the General Data Protection Regulation (EU) 2016/679;

Personal Data: means any information relating to an identified or identifiable natural person processed by the Processor under this Processor Agreement;

Controller: client to whom PGNL provides services involving the processing of personal data;

Processor: the person or entity who processes Personal Data on behalf of the Controller. In this case, PGNL;

Sub-processor: a processor, as defined in the GDPR, who processes Personal Data on behalf of and under the responsibility of the Processor on behalf of the Controller;

Processing/processing: any operation or set of operations involving Personal Data, including in any case the collection, recording, organisation, storage, adaptation, modification, retrieval, consultation, use, provision by means of transmission, dissemination or any other form of making available, bringing together, linking, as well as blocking, erasure or destruction of data;

Processor Agreement: the present agreement, including annexes;

Data Subject: the natural person to whom the Personal Data relates;

Data breach: any breach of the security of Personal Data;

Agreement: the Agreement consists of the Order Confirmation, with PGNL's General Conditions and the Processor Agreement.

Applicable Law: the GDPR and all related laws and regulations on the protection of personal data applicable to the Processing of Personal Data.

2. Personal data processing

- 2.1. This Processing Agreement relates exclusively to the Processing of Personal Data by the Processor in the context of the performance of the Engagement Letter and for the purposes set out in Schedule 1. The Processor shall not Process the Personal Data for any other purposes.
- 2.2. The Processor shall only process the Personal Data referred to in Schedule 1 at the behest and on the basis of written instructions from the Controller (inter alia as regards transfer to countries outside the European Economic Area or international organisations) under the terms of this Processor Agreement.

3. Obligations of Processor

- 3.1. The Processor shall ensure that the Processing of Personal Data complies with all Legislation Applicable to the Processor.
- 3.2. The Processor is obliged to cooperate at all times with an investigation by the Controller into compliance with the Processing Agreement in general and the measures taken to secure the Personal Data in particular.
- 3.3. The Processor is obliged to cooperate at all times with a request from the Autoriteit Persoonsgegevens in the exercise of its duties.

4. Sub-processors

- 4.1. The Processor shall not engage a Sub-processor to Process Personal Data without the prior written consent of the Controller. The Controller may attach conditions to the engagement of Sub-processors.

5. Division of responsibility

- 5.1. The Controller is responsible for compliance with the principles of Applicable Law and must be able to demonstrate that the Processing of Personal Data complies with these principles. The Processor shall, at the request of the Controller, make available any information at its disposal necessary for this purpose.
- 5.2. The Processor is solely responsible for the Processing of Personal Data under this Processor Agreement, in accordance with the written instructions and the (ultimate) responsibility of the Controller.

6. Security

- 6.1. The Processor shall take, maintain and if necessary adapt appropriate technical and organisational measures in accordance with Article 32 GDPR to secure the Personal Data against loss, unauthorised access, impairment, or any form of unlawful Processing.
- 6.2. The Controller has the right to instruct the Processor to implement additional security measures. The Processor shall implement these additional security measures within a reasonable period to be mutually determined.

7. Duty to report data breaches

- 7.1. The Processor shall implement procedures aimed at identifying and taking action on Data Breaches.
- 7.2. To enable the Controller to comply with its legal obligations regarding the notification of Data Breaches, the Processor shall notify the Controller of the Data Breach immediately after a Data Breach has become known to it. This shall include at least the data listed in Annex II.
- 7.3. The Processor shall take all measures reasonably necessary to undo or limit the adverse consequences of the Data Breach and inform the Controller accordingly.
- 7.4. Under no circumstances shall the Processor itself inform the Personal Data Authority, the Data Subject(s) or any other third party about a Data Breach.

8. Dealing with requests from Data Subjects

- 8.1. The Processor shall provide the Controller with all possible support in dealing with requests from Data Subjects to exercise their rights under the GDPR. A request will only be acted upon in accordance with written instructions from the Controller. Where such a request is addressed directly to the Processor, the Processor shall promptly forward the request to the Controller.

9. Secrecy and confidentiality

- 9.1. The Processor shall keep the Personal Data provided to it confidential unless:
 - The Controller has expressly authorised the provision of the information to third parties;
 - The provision of the information to third parties is logically necessary given the nature of the assignment provided and the performance of this Processor Agreement; or
 - There is a legal obligation to provide the information to a third party.
- 9.2. The Processor shall ensure that access to the Personal Data is limited to authorised persons and only if and to the extent necessary in the context of the performance of the Processor's obligations under the Agreement. Such persons must be bound to observe confidentiality pursuant to an agreement or a legal obligation.

10. Duration and termination of the Processor Agreement

- 10.1. This Processor Agreement is entered into as an integral part of the Order Confirmation, has the same term and can only be terminated or cancelled at the same time as the Order Confirmation.

11. Liability and indemnity

- 11.1. The Processor shall be liable for all damages arising out of or in connection with a breach of its obligations under the Processor Agreement.
- 11.2. The Processor shall indemnify the Controller in respect of all claims, fines or measures of third parties, which are brought or imposed in connection with a breach of one or more obligations of the Processor under the Processor Agreement or Applicable Laws.

12. Final provisions

- 12.1. This Processor Agreement is governed by Dutch law.

Annex I

Description of personal data processing

PGNL processes personal data for the purpose of providing its services. This involves, for example, the fulfilment of the External Compliance Officer role, support with a licence application or because of a compliance advisory role.

Overview of Data Subjects and Personal Data Processed

- Details of employees of a company for which PGNL works: including name and address details, BSN, passport number, CV, qualifications, investment account number, etc.
- Details of proposed new directors of a company for which PGNL works: including name and address details, BSN, copy of ID, CV, qualifications, criminal records.
- Details of proposed new shareholders of a company for which PGNL works: including name and address details, BSN, copy of ID, CV, diplomas, criminal records, tax records, financial records.
- Data of customers of a company for which PGNL works: including name and address details, BSN, copy of ID, investment account number, data on financial position, investment objectives, risk appetite, borrowing capacity, complaints, knowledge and experience, etc., As recorded in a customer file, for example.

Purpose(s) of Processing

The above personal data are processed to execute the agreement.

The Ministry of Compliance processes personal data of trainees and possibly their supervisors to provide access to our courses, to issue a diploma or certificate, to provide insight into progress and to answer any questions and or complaints.

Overview of Data Subjects and Personal Data Processed

- Trainees' data: including name, email address, phone number, study results and date of birth (for courses completed with a diploma).
- Data of executives of trainees: including name, email address and phone number.

Purpose(s) of Processing

The above personal data are processed to execute the agreement.

Annex II

Information to be provided in case of a Data breach:

- The date and time when the Data Breach occurred;
- A description of the Data breach;
- The (probable) cause of the Data Breach;
- The number of Data Subjects or an estimate thereof;
- The possible consequences of the Data Breach;
- A proposal to prevent or mitigate any damage or other adverse effects;
- The measures that have been or will be taken to terminate the Data Breach.