

GENERAL TERMS & CONDITIONS

*for individuals & organisations
concerning Entrima's on-site learning services (classes)*

Article 1: Services

1.1 These general terms & conditions apply to the following educational services of Entrima:

- On-site educational services
 - Whereby
 - **On-site** educational services concern:
 - in-class Public training courses, and
 - in-class In-company training courses.
- Public and In-company training courses
 - Whereby:
 - A **public training course** concerns training which requires subscription (signing up) of an individual or a group of individuals for an in-class training course organised by Entrima, at Entrima's discretion and on Entrima's initiative, at an Entrima venue.
 - An **in-company training course** concerns delivery of a (standard or tailored) training course for a group of people of the same organisation, typically at the premises of the Client, or a venue arranged by the Client. It requires an assignment of Entrima ordered by the Client.

Article 2: Definitions

2.1 Below are stated the definitions used in this document:

A. Supplier:

"Supplier" concerns "Entrima".

Entrima is a company supplying educational services.

B. Entrima:

"Entrima" concerns the trade name of the "Supplier" (officially "The European Institute for Energy Trading & Risk Management").

C. Client:

"Client" concerns:

- An organisation which provides "Supplier" with an assignment (ordered by a representative of this organisation) by subscription of one or more employees of the organisation for an educational service, or
- Any individual who provides "Supplier" with an assignment by subscription of him/herself for an educational service, or
- An intermediary party which provides "Supplier" with an assignment

In other words, in case "Client" concerns an individual then the Client subscribes him/herself for a certain Educational Service, but in case 'Client' is an organisation then a representative of the relevant organisation subscribes a colleague or fellow-employee for a particular educational service.

D. Educational service:

An "Educational service" concerns various types of learning services, including, but not limited to an "**educational programme**", a "**full programme**", a "**module**", a "**learning session**", a "**course**", a "**training**",

a **"training course"**, **"tailor-made training course"**, **"standard training course"**, a **"workshop"**, a **"seminar"**, a **"webinar"** and an **"exam"**.

E. Class:

A **"Class"** concerns delivery of an educational service on-site, in a (class-)room by a live, on-site Tutor.

F. Student:

A **"Student"** (also called **"participant"** or **"attendee"**) concerns the person who (has (been)) subscribed for an "Educational Service" and is (or will be or has been) provided this service accordingly.

G. Candidate:

A **"Candidate"** concerns a "Student" who is authorised to take an exam.

H. Tutor:

"Tutor" concerns the person who delivers the educational service on-site, in class.

I. Tailor-made training course:

A **"Tailor-made training course"** concerns an educational programme whereby the content is non-standard. It involves an educational programme whereby an exam is not included, neither study materials. However, the content of a tailor-made training course is created on the basis of input specified by the "Client" in order to get addressed specific topics and/or meet specific objectives.

J. Standard training course:

A **"Standard training course"** concerns a training course, which faces a fixed-protocol and includes a fixed content.

- The fixed content meets particular learning objectives.
- The fixed protocol includes examination and certification.

K. Public training course:

A public training course concerns training which requires subscription (signing up) of an individual or a group of individuals for an in-class training course organised by Entrima, at Entrima's discretion and on Entrima's initiative, at an Entrima venue.

L. In-company training course:

An in-company training course concerns delivery of a (standard or tailored) training course for a group of people of the same organisation, typically at the premises of the Client, or a venue arranged by the Client. It requires an assignment of Entrima ordered by the Client.

M. Study materials:

"Study materials" concern documentation related to the educational service. Study materials can concern a book, a handout, an exercise, a (Power Point) presentation, a simulation, a case study, or any other material in any form, which is used to support the delivery of the education service.

N. Exam & Examination:

An **"exam"** concerns the final test to assess a Student's competences concerning the content of the educational service. Examination is part of a standard educational programme.

O. Exam result

Upon submission of the Exam by the Student, this Student (or the company's representative who provided Supplier with the assignment) is informed about the result of the exam by Supplier in written.

P. Certificate

A **"certificate"** represents a proof of having off-taken/participated/followed an "educational service" in combination with having passed the related "exam".

Q. Certification

"Certification" concerns the process whereby a "Student" is provided with a "Certificate" by "Supplier"; this takes place upon having passed the "Exam".

R. Proof of Participation

A "Proof of Participation" serves as evidence that a Student has off-taken an educational service, but did not take an exam (for instance because there is no exam), or did take an exam, but failed. Supplier decides whether and for what services a Proof of Participation is issued and provided. It is provided on the discretion of "Supplier".

S. Subscription:

"Subscription" concerns an order, issued by Client, addressed to Supplier, to be provided an educational service. "Subscription" (also referred to as "Signing up") concerns a formal registration for off-taking an educational service.

The following aspects are of relevance:

- Subscription takes place by Client.
- Subscription can concern signing up of:
 - ❖ A single person (individual), or
 - ❖ Multiple persons (group).

A subscription (registration, sign up) is considered an assignment;

T. Assignment:

Assignment concerns the situation whereby a 'Client' assigns 'Supplier' to provide an 'Educational service'.

U. Confirmation:

"Confirmation" concerns the commitment (in written) of Supplier to deliver an educational service to Client (including the process of informing Client about such).

V. Tariff:

"Tariff" concerns the "**price**" of an educational service; this is a "**rate**", expressed in a certain currency.

W. Extreme situation

An "*Extreme Situation*" concerns an event beyond the reasonable control of "Supplier".

Article 3:

Applicability

- 3.1 Each "Assignment", "Confirmation" or "Subscription" is subject to these "General terms & conditions".
- 3.2 Each "Client" and each "Student" is subject to these "General terms & conditions".
- 3.3 An "Assignment", "Confirmation" or "Subscription" by "Client" or "Student" indemnifies "Supplier" from all claims (by that same "Client" or "Student").
- 3.4 "Supplier" has the right to adjust this document over time, if circumstances require such. The updated version applies to future assignments, not to existing assignments.

Article 4:

Minor errors

- 4.1 Minor errors in the "Study materials" or in the "Educational service" produced and/or provided by "Supplier" are not a valid reason for the "Client"/"Student" to refuse to off-take the educational service (or a part of it). Neither will "Supplier" reject the delivery or refuse to deliver the "Educational service" and/or modify the relevant "Tariff", nor will "Supplier" reimburse "Client".

Article 5:

Pricing & cost accounting

- 5.1 "Educational services" are offered at a "Tariff", also called the "Price".
- 5.2 All "Tariffs" are in euro (EUR) and exclusive of VAT, unless explicitly stated otherwise.
- 5.3 "Supplier" is entitled to adjust the VAT rate (%) according to actual changes implemented by the relevant tax authority.
- 5.4 In case of "Public training courses", travel & stay expenses of "Students" are NOT at the account of "Supplier", but at the sole account of the "Client" or "Student".
- 5.5 In case of an "In-company training course", travel & stay expenses of the "Tutor(s)" are at the account of "Client".
- 5.6 "Study materials" are included in the "Tariff", unless explicitly stated otherwise. The exact format of the "Study materials" however, depends on the type and content of the "Educational service".
- 5.7 In case of a "Public training course", catering of food & beverages (drinks & lunch) is arranged for by "Supplier", and at the expense of "Supplier".
- 5.8 In case of an "In-company training course", catering of food & beverages (drinks & lunch) are arranged for by "Client", and at the expense of "Client".
- 5.9 A "Standard training course" includes "Examination" and "Certification".

Article 6:

Delivery & delivery time

- 6.1 "Supplier" sets the date(s) of delivery of "Public training courses".
- 6.2 In case of delivery of "In-company training courses", delivery dates are determined (scheduling) upon agreement between "Supplier" and "Client".
- 6.3 "Supplier" is not bound to delivery dates and/or times in case of unforeseen circumstances. In an "Extreme situation" the "Supplier" can claim 'force majeure' and postpone delivery. This also applies to sudden illness of the assigned "Tutor" or severe, exceptional travelling constraints of relevance for the "Tutor" (e.g. flight cancellation).
"Supplier" must try its utmost best to find alternative solutions in order to solve the situation immediately. In case of illness of "Tutor" or travelling constraints "Supplier" must try to allocate an alternative "Tutor", while assuring the same quality. In case this seems not possible then:
 - In case of an "In-company training course", "Supplier" will set (a) new date(s) in conjunction with "client".
 - In case of a "Public training course", "Supplier" will set (a) new date(s) taking into account desires of "student(s)"/"client(s)" as much as possible, but at the final discretion of "supplier".
- 6.4 In case of an "Extreme situation", illness of the "Tutor" or travelling constraints of the "Tutor", which will impact delivery of the service (or when an event is likely to appear), "Supplier" will contact "Student(s)"/"Client(s)" without any further delay. Nevertheless, "Supplier" is indemnified from any claim in situations like these.
- 6.5 When the assigned "Tutor" for a "Class" is suddenly hindered to show up, or has to stop delivery of the educational service because of personal circumstances, then "Supplier" will allocate all its

powers to solve the situation as soon as possible, and in a proper way. This means that the quality of the "Educational service" of the "Supplier" has to be assured by "Supplier". Nevertheless, "Supplier" is indemnified from any claim in situations like these.

- 6.6 In case of low "Subscription" numbers in case of a "Public training course", "Supplier" has the right to cancel or postpone delivery of the education, or to transfer the allocation of the subscribed "Student(s)" to another date, preferably to a date on which the same "Educational service" has already been scheduled for (if applicable). In any of these cases the "Client"/"Student" will be informed without any further delay.

In this case, the "Client" has the right to cancel a "Subscription" and, if this right is exercised, the "Supplier" will refund payment of the paid amount. For this matter, "Client" will be sent a credit invoice by "Supplier".

Article 7:

Payment

- 7.1 In case of an "In-company training courses", for an existing "Client", payment is due after delivery of the "Educational service", unless explicitly agreed otherwise. "Client" is due to pay the invoice within 30 days after invoicing. A new "Client" has to pay in advance, unless explicitly agreed otherwise.
- 7.2 In case of a "Public training course", payment is due in advance of delivery of the service, unless explicitly agreed otherwise.
- 7.3 A "Student" will not be permitted attending a "Public training course" when payment is not received the day before the start of the "Class".
- 7.4 A "Student" is not allowed to take an "Exam" when payment has not been received by "Supplier" on the day before the "Exam" is taken.
- 7.5 All additional costs that "Supplier" has to make in order to collect the payment shall be borne by the "Client". This reflects the actual cost incurred by "Supplier", although the minimum charge is set at one percent (1%) of the 'account payable/receivable' per month, with a minimum of fifty (50) euro per month.

Article 8:

Clients, Students, Classes & Materials

- 8.1 Ignorance of "Supplier's" study advice is at the sole responsibility of the "Client".
- 8.2 "Supplier" has the right to exclude a "Student" from further participation of the "Educational Service" in case of misconduct (misbehaviour) and/or when the "Student" hinders or obstructs the normal course of an "Educational service". Exclusion will not allow for refunding.
- 8.3 In case of a "Standard training course" held in "Class", "Supplier" could provide "Client" with "Study materials", possibly upfront, before the start of the "Class", in order to allow "Student(s)" to prepare for the "Class", and possibly for the related "Exam". This takes place at the discretion of "Supplier".
- 8.4 In case "Student" has lost his/her "Study materials", then a duplicate of "Study materials" is not provided to "Client"/"Student" by "Supplier", unless "Supplier" recognises extreme circumstances. Qualification of 'extreme circumstances' is only made by, and on the discretion

of, "Supplier". "Supplier" has the right to charge a fee for this service, to compensate financially for the handling/logistics and allocated time.

- 8.5 In case "Student" has lost his/her "Certificate" (or "Proof of Participation") then (s)he has the right to apply for obtaining a declaration of having passed an exam (having attended a "Class"). At the sole discretion of "Supplier" such a declaration is provided. "Supplier" has the right to charge a fee for this service, to compensate financially for the handling (logistics) and allocated time.

Article 9:

Intellectual property

- 9.1 All rights on the "Study materials" are reserved by "Supplier". Without prior permission from "Supplier", none of the "Study materials" may be distributed, duplicated, copied, saved or made public by means of printing, photo copying, sending, digitalisation, or anything in such sense. "Client"/"Student" is not permitted to make "Study materials" available to their colleagues, third parties, or anyone else, neither to post/publish it on the web, via social media or send it forward by email (soft copy), nor to distribute it physically (hard copy).
- 9.2 "Client"/"Student" is prohibited to use and/or distribute data, models and/or simulations provided by "Supplier" and/or used during an "Educational service"/"Class", unless explicitly mentioned. The relevant data, models and/or simulations are only allowed be used during a "Class" organised by "Supplier".

Article 10:

Liability, company information

- 10.1 The liability of "Supplier", including its staff and its tutors, with respect to indirect damages, including consequential damages, is excluded in all cases, except in case of unethical intensions or gross negligence by (the management of) "Supplier".
The liability of "Supplier", members of the staff of "Supplier" and of the persons to whom "Supplier" is responsible and/or liable, for direct damage which is attributable is, shall in all cases be limited to the value of the assignment (sum on invoice) of the part of the agreement from which the liability arises.
- 10.2 "Supplier" accepts no liability whatsoever for damage to or theft of personal property of "Client".
- 10.3 All "Study materials" and/or other work developed and/or provided by "Supplier", arising out of (or related to) an "Educational service", or part of it, is carefully composed, to the best of "Supplier's" knowledge and/or abilities. However, "Supplier" can in no way guarantee the accuracy and completeness of "Study materials".
- 10.4 During delivery of a "Class" "Supplier's" "Tutor(s)" may hand out practical tips, ideas, opinions, views and possible solutions to cope with practical challenges. Although the "Tutor(s)" shall ensure that these expressions are as wise and meaningful as possible, "Supplier" and the "Tutor(s)" can in no way be held liable for the expressions.
- 10.5 "Supplier" and its "Tutor(s)" accept no liability for damages of any kind, resulting from actions and/or decisions based on views and/or opinions. A "Student" is recommended not to base any decision on such views, remarks and/or opinions. Moreover, "Student" is advised not to enter

into any decision without judgment by themselves. Instead, "Student" is advised to use common sense at all times and to rely on their own professional expertise (or the expertise of their colleagues) and to check any remarks, statements and opinions before these are considered, if at all.

- 10.6 A "Student" must take notice of the safety instructions and procedures issued and/or ordered by "Supplier" or its representatives. In case "Student" refuses to follow the instructions and/or procedures, the consequences are entirely at the responsibility of "Student".

Article 11: Cancellation and adjustments

- 11.1 In case "Client" (a company) or "Student" (an individual) wishes to **cancel** "Subscription" for a "Class" ("Public training course" or "In-company training course"), then the following cost will be charged:
- In case of cancellation more than 6 weeks prior to the commencement of a "Class": 25% of the full cost (i.e. the agreed "Tariff") will be charged.
 - In case of cancellation between 6 and 3 weeks before the commencement of a "Class": 50% of the full cost (agreed "Tariff") will be charged.
 - In case of cancellation within 3 weeks of the commencement of a "Class", the "Educational service" will be deemed as if it has been delivered and 100% of the costs (agreed "Tariff") will be charged.
 - In any case, "Client" has to compensate for travel and stay expenses which already have been incurred by "Supplier" or its "Tutor(s)".
- 11.2 In case "Client" (a company only, no individual) wishes to **postpone** delivery of an "In-company" "Class", then the following cost will be charged:
- In case of notification (of the desire to postpone) more than 6 weeks prior to the commencement of a "Class": 10% of the full cost (agreed "Tariff") will be charged.
 - In case of notification (of the desire to postpone) between 6 and 3 weeks before the commencement of a "Class": 25% of the full cost (agreed "Tariff") will be charged.
 - In case of notification (of the desire to postpone) within 3 weeks of the commencement of a "Class", the "Educational service" will be deemed as if it has been delivered and 50% of the costs (agreed "Tariff") will be charged.
 - In any case, "Client" has to compensate for travel and stay expenses which already have been incurred by "Supplier" or its "Tutor(s)".
- 11.3 In case "Student" (an individual), who has made a "Subscription" for a "Public training course", wishes to **postpone** participation, then the following cost will be charged:
- In case of notification (of the desire to postpone) more than 6 weeks prior to the commencement of a "Class": 10% of the full cost (agreed "Tariff") will be charged.
 - In case of notification (of the desire to postpone) between 6 and 3 weeks before the commencement of a "Class": 25% of the full cost (agreed "Tariff") will be charged.
 - In case of notification (of the desire to postpone) within 3 weeks of the commencement of a "Class", the "Educational service" will be deemed as if it has been delivered and 50% of the costs (agreed "Tariff") will be charged.

Article 12:**Confidentiality & Exclusivity**

- 12.1 "Supplier" and "Client" are obliged to each other to preserve confidentiality of the relevant agreement and related aspects.

Article 13:**Application law & forum choice**

- 13.1 Dutch law is applicable to every "Assignment" between "Client" and "Supplier" (to which these "General terms & conditions" apply).
- 13.2 All disputes relating to an "assignment" between "client" and "supplier" (to which these "General terms & conditions" apply) will be brought before the competent Judge in the District Court of Amsterdam, the Netherlands.

Amsterdam, 22 May 2019

Entrima

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