

These are the **General Terms and Conditions Phileas80** (hereinafter: 'General Terms and Conditions') of Phileas80 BV (hereinafter: 'Phileas80'), Phileas80 is an innovative service provider in the education market. These General Terms and Conditions apply to all (professional) education, training, training-on-the-job, courses, workshops and other forms of education, including information provision, which Phileas80 develops, provides or otherwise exploits, including standard and customised, off-line and online, own label and white label, individual and group education, as well as hybrid forms (hereinafter: 'Education').

By registering for Education through the Phileas80 website or otherwise, the Client is deemed to agree to and irrevocably accept these General Terms and Conditions. When developing, providing or otherwise operating Education for which online registration is not available, the Client agrees to and irrevocably accepts these General Terms and Conditions by sending a party statement. Without acceptance of these General Terms and Conditions by the Client, Phileas80 does not otherwise develop, provide and operate any Education. Furthermore, parties are legally obliged to conclude a processor agreement, which regulates the careful handling of personal data. Without the conclusion of this processor agreement, otherwise Phileas80 does not develop, provide and operate any Education.

Article 1 Definitions

In the following, the following terms shall have the following meanings:

- 1.1 **General Terms and Conditions Phileas80:** the terms and conditions set out in the following articles that apply to all forms of Education to be developed, provided or otherwise exploited by Phileas80, as well as any offer and quotation.
- 1.2 **Education:** all (professional) education, training, training-on-the-job, courses, workshops and other forms of education, including Education materials, which Phileas80 develops, provides or otherwise exploits, including standard and customised, off-line or online, own label and white label, personal and group education, as well as hybrid forms.
- 1.3 **Educational Materials:** the compiled materials that Phileas80 makes available to the Client and/or Student when providing or otherwise exploiting Education.
- 1.4 **Client:** the entity - legal entity, natural person - on whose instructions Phileas80, develops, provides or otherwise operates Education. A Principal may also be a Student.
- 1.5 **Student:** the natural person taking Education from Phileas80, in a personal capacity or otherwise, such as on behalf of his employer.
- 1.6 **Professional training:** a standardised form of Education, VAT-exempt, which is listed in the study guide and/or on the Phileas80 website and which is in principle repeated each time, such as the modules of the Practical Diploma in Payroll Administration (PDL).
- 1.7 **Individual training:** a form of Education from Phileas80 in which Cursor goes through the material at his own pace according to a pre-agreed individual learning plan and is guided by a coach.
- 1.8 **Group Education:** group education to be developed, provided or otherwise operated by Phileas80.
- 1.9 **Discounts:** discount calculated on the price for each module charged to the student under an Enrolment Total as defined in the study guide and/or the enrolment form.
- 1.10 **Rates:** the prices and fees, including government levies, relating to the development, provision or operation otherwise of Education, including study fees, as stated in the Study Guide.
- 1.11 **Processor Agreement:** the standard processor agreement, applicable pursuant to the General Data Protection Regulation (AVG), between the parties regarding the regulation of the careful handling of personal data processed by Phileas80 from the Client and/or Student. This Processor Agreement is inseparable from the Services Agreement for all forms of Education and these General Terms and Conditions of Phileas80. The order of precedence between the three legal terms in the event of mutual conflict is as follows: (i) Processing Agreement Phileas80, (ii) Services Agreement Education and (iii) these and these General Terms and Conditions Phileas80.

Article 2 Applicability, acceptance

- 2.1 These General Terms and Conditions apply to all education, training, courses, workshops and other forms of Education, including the Education materials, that Phileas80 develops, provides or otherwise exploits, including standard and customised, off-line and online, individual and group education, as well as hybrid forms. These General Terms and Conditions are easily accessible to anyone on the Phileas80 website. Without acceptance of these General Terms and Conditions by the Client, Phileas80 does not otherwise develop, provide or operate any Education.
- 2.2 By registering for Education via the Phileas80 website, the Client is deemed to agree to and irrevocably accept these General Terms and Conditions. When registering otherwise and/or developing or conducting Education for which online registration is not available, the Client agrees to and irrevocably accepts these General Terms and Conditions by sending a party statement.

Article 3 Quality

- 3.1 Phileas80 provides services in the business market and processes personal data carefully and in accordance with applicable laws and regulations, including the General Data Protection Regulation (AVG). Phileas80 acts as a data controller within the meaning of the AVG. Among other things, Phileas80 has taken technical and organisational measures within the framework of personal data security. If the Client registers a Student for a course, regardless of the nature of the course, before the processing of personal data of the Client and/or Student takes place, the Client will conclude a processing agreement, which forms an inseparable part of the agreements between the parties. To this end, Phileas80 has drawn up the standard Phileas80 Education Processor Agreement as an annex to these General Terms and Conditions.
- 3.2 An agreement between Phileas80 and the Customer shall only result in a best-efforts obligation for Phileas80, whereby Phileas80 is obliged to meet its obligations in such a way as may be expected of Phileas80 according to standards of care and craftsmanship at the time of performance.
- 3.3 If Phileas80 engages third parties for the performance of an agreement between Phileas80 and the Client, Phileas80 shall be required to select such third parties with such care as the Client would exercise if the Client were to select such third parties itself.
- 3.4 In order to reasonably prevent a mismatch between the expectations of the Client and the Student on the one hand and the Education to be developed, provided or otherwise exploited by Phileas80 on the other, Phileas80 will in principle conduct an intake interview with the Client prior to each assignment. In doing so, Parties have a mutual obligation to provide information.
- 3.5 Phileas80 is available during working days and office hours to answer questions of an administrative nature relating to a Trade Course, which question will in principle be dealt with within two (2) working days. Phileas80 is available during working days and office hours for study support in relation to a Trade Course.
- 3.6 At the time of developing, providing or otherwise exploiting Education, Phileas80's Education materials are up to date. The Client and Student are aware of the circumstance that, *inter alia*, the policy and regulatory framework to which the Education relates is subject to change and sometimes changes at short notice. Upon future consultation and other use of the Education Materials, the Client and the Student will ascertain whether the Education Materials are still valid.

Article 4 Provision of information and confidentiality

- 4.1 Client and Student shall always provide Phileas80 with accurate, up-to-date and complete information in a timely manner, insofar as it is relevant for the development, provision or exploitation otherwise of Education.
- 4.2 Phileas80 shall, at the request of the Client or otherwise, provide the Client with information on each Student, related to taking Education.
- 4.3 Individual course participants will in principle not be approached by Phileas80 for future Educations of Phileas80, unless the course participant is also the Client or the course participant has given permission for this. To the extent required by law, the Client grants permission for Phileas80 to regularly inform the Client or the offer of Education from Phileas80.

- 4.4 Phileas80 shall keep confidential vis-à-vis third parties any information, such as (electronic) documents and personal data, of which it becomes aware while processing on behalf of the Client in performance of the agreement. Phileas80 shall also impose this duty on the persons and organisations it employs or deploys. After termination of the agreement, the confidentiality under this article shall continue to exist.
- 4.5 Pursuant to the law, Phileas80 is obliged in certain circumstances to provide the Client's information to a certain government organisation or supervisory body, both on its own initiative and at the request of authorised bodies. Where appropriate, Phileas80 may also be obliged to keep such disclosure confidential for the Client.
- 4.6 All information provided by clients and/or participants is confidential to Phileas80, its staff and the teachers.

Article 5 Registration and confirmation

- 5.1 Registration for Education shall be in writing, i.e. via the Phileas80 website, by e-mail or otherwise electronically or on paper. Registration by telephone is possible but must always be followed by written confirmation from the Principal.
- 5.2 Phileas80 will send a written confirmation upon receipt of the registration and the Customer's agreement to these General Terms and Conditions. In principle, students will receive an invitation with details of the training location approximately ten (10) days before the start of Education. If the desired course is fully booked, this will be communicated and an alternative will be offered.

Article 6 Rates

- 6.1 All fees are stated exclusive of VAT and other government-imposed charges. Professional training courses are exempt from VAT.
- 6.2 The fees do not necessarily include the costs of the Education materials, the use of any ICT resources required for the Education, such as computer programmes, lunch, coffee and tea and the arrangement costs. Costs for any overnight stay(s) of a Course participant are in principle never included and are at the expense of the Course participant. In an offer, Phileas80 will provide clarity about the costs of the Course materials and any other costs, insofar as these can be reasonably foreseen at the time the offer is made.

Article 7 Care

Client is the party primarily legally responsible for the conduct of a Student. The Client and the Student will always behave as may be expected of a responsible and careful Client and Student. Among other things, both shall refrain from any behaviour which may cause nuisance to Phileas80, other course participants and third parties. In particular, the Customer and the Student will not violate any legal rules and regulations (such as those laid down in laws and regulations, general terms and conditions and contracts or imposed by the courts) in the context of taking or following Education.

Article 8 Intellectual property rights

- 8.1 When developing, providing or otherwise exploiting Education, including Education materials, Phileas80 makes creative and subject-specific choices, the result of which is protected under the Copyright Act. Phileas80 imprints a unique 'creator's stamp' on its Education and Educational Materials. In addition, trademark law may apply, among other things. All intellectual property rights relating to Education, including the Education Materials, are vested in Phileas80, unless parts thereof, such as a computer programme, show that these rights belong to a third party or unless certain parts, such as legal texts, are not subject to copyright.
- 8.2 Where Phileas80 develops, provides or otherwise exploits Education, including Education materials, for the Client, all intellectual property rights shall remain vested in Phileas80, unless the Client and Phileas80 agree otherwise in writing.

- 8.3 Course participant acquires from Phileas80 a limited licence to use the Educational material developed by Phileas80 and/or of which Phileas80 has obtained the relevant exploitation rights, satisfactorily in relation to the customary pursuit of Education as well as in the exercise of the Course participant's function and in accordance with the purpose of the Education in the concrete case.
- 8.4 Client and Student will treat Education and Education Materials as confidential.
- 8.5 The Client and Course Member are expressly prohibited from developing, providing or otherwise exploiting services themselves based on and/or using Phileas80's Education and Educational Materials without Phileas80's prior written consent.

Article 9 Liability

- 9.1 Phileas80 is not liable for indirect damage, of whatever nature, incurred by the Client, Course participant or third party and arising from or in any way related to the Education. Phileas80 excludes its liability in this regard entirely.
- 9.2 Phileas80's liability for direct damage, incurred by the Client, Course participant or third party and arising from or in any way related to the Education, is limited to substitute damages, i.e. compensation of the value of the lagging performance that Phileas80 is contractually required to deliver in the specific case. Any other liability for direct damages is excluded. The compensation to be paid by Phileas80 in this circumstance shall never exceed the total of the amounts already invoiced and paid under the relevant agreement.
- 9.3 Phileas80 is not liable for errors in the Education Materials it has developed nor for errors in any part of the Education Materials that belongs to a third party. Phileas80 excludes its liability in this regard entirely.
- 9.4 The topicality of the Educational Materials is in principle limited, as stipulated in article 3.6. Phileas80 is not liable for obsolescence of the Educational Materials, in particular with regard to changes in the policy and regulatory framework.
- 9.5 In view of the circumstance of the intake interview referred to in article 3.4, Phileas80 completely excludes its liability for the consequences of a mismatch between the Client's and Course participant's expectations on the one hand and Phileas80's Education to be developed, provided or otherwise exploited on the other hand.
- 9.6 In addition, websites, computer programmes and other forms of information and communication technology forming part of the Educational Materials are not error-free and may not operate without interruption. This includes, among other things, damage caused by delay of electronic messages or misuse, such as unlawful disclosure of data or, for example, data manipulation and the consequences of spreading computer viruses and other software code with undesired and/or hidden functionality. Phileas80 completely excludes its liability in this respect.

Article 10 Invoicing and payment

- 10.1 Phileas80 invoices on assignment. Electronic invoicing by e-mail is the rule.
- 10.2 The client shall pay the entire claim within 14 days of the invoice date, in a manner to be indicated by Phileas80 in the currency invoiced, unless otherwise indicated in writing by Phileas80. Phileas80 is entitled to invoice periodically.
- 10.3 Client shall not be entitled to set off or suspend any payment obligation on any ground whatsoever.
- 10.4 In good and prior consultation, payment of the entire claim in instalments is possible. Phileas80 will send the Client a partial invoice for each instalment. The Client must pay each partial invoice within fourteen (14) days of the invoice date.
- 10.5 In consultation, repayment by Phileas80, of the entire claim, is possible in set instalments. For each partial instalment, the client will send Phileas80 a partial invoice. Phileas80 shall pay each partial invoice within fourteen (14) days of the invoice date.
- 10.6 In the event of failure to meet the agreed partial payment deadlines on time, this partial payment agreement shall lapse without any notice and the customer shall no longer be entitled to claim it.

- 10.7 If the term of payment is exceeded, the party concerned shall be in default. From the date on which default commenced, the party concerned shall owe an amount of 3% per month over the outstanding part of the claim, whereby part of a month shall be counted as a whole month.
- 10.8 All extrajudicial collection costs amounting to 15% of the outstanding amount, with a minimum of € 80, shall be borne in full by the client. Such costs shall include the costs of lawyers, bailiffs and collection agencies, which costs shall be determined in accordance with the applicable or customary rates.
- 10.9 Consumers have 14 days from the conclusion of the order agreement to cancel without incurring costs and giving reasons.

Article 11 Cancellation of professional training by the Principal

- 11.1 The Customer is entitled to cancel the agreed Education, insofar as it concerns a Standard Education provided by Phileas80. For other forms of Education cancellation is not possible, unless the Client and Phileas80 have made other agreements in this regard.
- 11.2 Cancellation must always be made in writing, with the cancellation date being the date of receipt by Phileas80 of the written cancellation. In this context, postponement in time of a course is considered a cancellation followed by a new booking, in which case this article applies in full.
- 11.3 The cancellation charges as a percentage of the agreed price are as follows:
 - up to 20 working days before commencement: 0%
 - 20 to 10 working days before commencement: 50%
 - less than 10 working days before commencement: 100%
- 11.4 In principle, the Principal is entitled to replace a Course Member registered for a course by another, subject to prior notification. There is no charge for this replacement.
- 11.5 All missed training days due to a Student's absence for any reason will be charged to the extent that this number exceeds 4 days per module/course.
- 11.6 Where there is a refund obligation by Phileas80, the refund period is fourteen (14) days.

Article 12 Modification and cancellation Professional training by Phileas80

- 12.1 Phileas80 has the right to change the course schedule and/or course times of Standard Phileas80 training without giving reasons. Phileas80 will make every effort to provide training in accordance with the published schedule or arrangements made, but accepts no liability if a training course cannot take place or has to be interrupted.
- 12.2 In such a circumstance, Phileas80 will make every reasonable effort to complete the Standard Course or provide it at a later date. If the latter proves impossible, course fees already paid will be refunded.
- 12.3 Furthermore, Phileas80 has the right to cancel a Group Training due to lack of registrations. Registered participants will be notified of such cancellation no later than ten (10) working days before the start of the training course.

Article 13 Force majeure and termination of agreements

- 13.1 In the event of force majeure, performance of the relevant and related obligation(s) shall be suspended in full or in part for the duration of the force majeure, without the Customer and Phileas80 being mutually liable for any compensation in respect thereof. The parties may only invoke force majeure vis-à-vis each other if the relevant party notifies the other party in writing of such invocation of force majeure as soon as possible, submitting the necessary documentary evidence.
- 13.2 If a party fails to fulfil an obligation arising from a contract due to force majeure, the other party may, if it is established that fulfilment will be impossible, or after expiry of a reasonable period set in writing, terminate the contract by registered letter with immediate effect, without being liable for any compensation.
- 13.3 Both Phileas80 and the Client are authorised to terminate the Agreement with immediate effect, without further notice of default and without prior judicial intervention, for the future if:

- a. a party applies for suspension of payments;
- b. a party has been declared bankrupt;
- c. a party loses the free disposal of its assets;
- d. the party is a legal entity, and it is dissolved, unless that party changes its legal entity and/or legal form, including in the circumstance of a takeover or merger.

Article 14 Complaints scheme Professional training

- 14.1 A complaint or dispute regarding the performance of an agreement between Phileas80 and the Client relating to a Professional Course must be submitted in a timely manner, fully and clearly described and in writing with proof of receipt or by registered letter to Phileas80 (Phileas80 BV, attn. Coordination Department, Keizersgracht 520H, 1017 EK Amsterdam). In this context, 'timely' means 'within a reasonable period of time after the (prospective) Student has observed or could have observed the defects'. Failure to file the complaint on time may result in the (prospective) Course Member losing his rights in this respect.
- 14.2 If the problem is relatively simple and quick to solve, the complaint can be made known by telephone. Phileas80 will then propose a solution as soon as possible. Complaints are recorded and kept for the duration of set deadlines.
- 14.3 Phileas80 will send a written acknowledgement of receipt to the complainant within seven (7) working days. Phileas80 aims to resolve all complaints within 6 a period of 6 weeks. If a longer time is needed to investigate, Phileas80 will inform the participant of this within the set period, explaining the postponement and expected period of when a decision can be given.
- 14.4 A complaint will be always treated confidentially by Phileas80.
- 14.5 Phileas80 undertakes to initiate a further investigation into the complaint submitted and strives to be able to take measures that meet the complainant's wishes within a reasonable period of time.
- 14.6 If the complaint cannot be resolved by mutual agreement, an independent third party will be involved.
- 14.7 Disputes between (prospective) course participant and Phileas80 concerning the conclusion or performance of agreements relating to services and items to be provided or delivered by Phileas80 can be brought by both the consumer and Phileas80 before the independent third party named RMH-Insurance B.V., Leermos 20, 2811 GW Rheeuijk.
- 14.8 RMH-Insurance B.V. will only take up a dispute if the complainant has first submitted their complaint to Phileas80 and this has not resulted in a mutually satisfactory solution. In order for the dispute to then be submitted to RMH-Insurance B.V., the complainant must state in writing that the outcome of the complaint's procedure has not led to a satisfactory outcome.
- 14.9 A dispute must be submitted to RMH-Insurance B.V. within three months of its arising.
- 14.10 For handling a dispute, the complainant shall owe RMH-Insurance B.V. a fee of €80.
- 14.11 If the (prospective) student submits a dispute to RMH-Insurance B.V., Phileas80 shall be bound by this choice.
- 14.12 If Phileas80 wishes to submit a dispute to RMH-Insurance B.V., it must first ask the (prospective) course participant in writing to express his agreement within four weeks. Phileas80 must thereby announce that, after the expiry of the forementioned period, it considers itself free to submit the dispute to the ordinary courts. Any disputes will be submitted to the competent court in Amsterdam after all possible solutions have been examined.
- 14.13 RMH-Insurance B.V. makes its decision in accordance with the provisions of the regulations applicable to it. RMH-Insurance B.V.'s decision is in the form of binding advice, and any consequences are dealt with promptly.
- 14.14 Complaints and how they are handled are recorded and kept for the duration of 1 year.

Article 15 Final provisions

- 15.1 All that has been agreed between Phileas80, and the Client shall be reflected exclusively in a written agreement and these General Terms and Conditions. All written and oral agreements that existed between the parties up to that time shall hereby explicitly lapse. Changes are only valid if agreed in writing by authorised personnel.
- 15.2 The Dutch text of the General Terms and Conditions is always decisive for its interpretation. General terms and conditions of the Client shall not apply unless expressly declared applicable in writing.
- 15.3 If any provision in these General Terms and Conditions and/or any agreement between Phileas80 and Client is, in the opinion of the competent court, invalid or unenforceable, the remaining provisions of these General Terms and Conditions and/or the agreement shall remain in full force and effect. The parties shall negotiate in good faith and attempt to agree on a viable alternative provision in order to replace the provision that has been determined to be invalid or unenforceable.
- 15.4 These General Terms and Conditions and any agreement between Phileas80 and Client shall be governed by Dutch law. The applicability of the Vienna Sales Convention is excluded. Any complaint or dispute regarding the performance of General Terms and Conditions and/or an agreement relating to Education other than a Standard Course will be submitted to the competent civil court in the District of Amsterdam.
- 15.5 The parties shall at all times have the right to decide by agreement on an alternative method of dispute resolution, including mini-trial, arbitration and binding advice.
- 15.6 A dispute exists if either party notifies the other in writing. Disputes will be brought to the notice of their management by employees and/or other employees of the parties immediately after arising.
- 15.7 Before either party submits a dispute to the court or arbitrator for adjudication, the parties at top management level will make exhaustive good faith efforts to resolve the dispute that has arisen through problem-solving negotiation.
- 15.8 The parties will treat any dispute arising between them as strictly confidential and will not make any statements about it to third parties.
- 15.9 The above provisions of this Article 15 will cease to apply upon the termination of an agreement between Phileas80 and the Client.