

GENERAL CONDITIONS for IDnext

Version AV.v.1.0/2012

1. GENERAL

1.1 Applicability

1.1.1 These conditions are applicable to all proposals and/or deliveries made by IDnext and agreements and/or other legal relationships between IDnext and Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.

1.1.2 **Purchase conditions or any other conditions used by Customer will not be applicable.** The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected by IDnext, unless explicitly accepted in writing by IDnext.

1.1.3 The General Conditions IDnext are filed with the Chamber of Commerce in The Hague, the Netherlands under number 50098551.

1.1.4 IDnext reserves the right to make alterations and/or additions to the General Conditions IDnext. The modified General Conditions of IDnext will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

1.1.5 Changes in and additions to the General Conditions IDnext and/or agreements made between IDnext and Customer are only valid when agreed to by IDnext in writing.

1.1.6 If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with IDnext.

1.1.7 The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.2 Definitions

1.2.1 In the General Conditions of IDnext the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.2.2 Business Days:

Normal Dutch working hours (8.30-17.30 CET) and days (Monday through Friday) with the exception of public holidays.

1.2.3 Customer:

Anyone who requests and orders the delivery of Products.

1.2.4 Events:

All events, workshops, trainings and related activities.

1.2.5 Fixed Price:

As further described in clause 4.3.

1.2.6 Identification Codes:

Usernames, passwords, address codes and/or other codes.

1.2.7 IDnext:

Stichting IDnext association and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared the General Conditions IDnext applicable.

1.2.8 IDnext Products:

All products and services provided by IDnext and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by IDnext.

1.2.9 Products:

All IDnext Products, Events included, and/or Third Party Products provided by IDnext, the resulting provisions and related activities

1.2.10 Third Party General Conditions:

Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

1.2.11 Third Party Products:

All products and services provided by IDnext, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by IDnext. In the case of Events, catering and other products, services and activities from third parties in relation to the Event are included in the definition of Third Party Products.

1.3 Confirmation

1.3.1 Verbal agreements, assignments or other expressions of whatever nature by employees of IDnext are only valid and binding when they have been confirmed in writing by authorized representatives of IDnext.

1.4 Offers

1.4.1 All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.

1.4.2 Offers are based on the data, information or requirements made known by Customer as set out in clause 1.6.

1.5 Agreements

1.5.1 An agreement between IDnext and Customer, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

1.5.2 Termination of the agreement as described in clause 1.5.1 occurs by means of a registered letter, which must be received by the other party no later than 40 (forty) days prior to commencement of the extension date of the agreement.

1.5.3 Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.

1.5.4 IDnext has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by IDnext will be immediately due.

- 1.5.5** After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.6 Co-operation/Information Requirements For Customer**
- 1.6.1** All assignments are carried out by IDnext on the basis of data, information, requests and/or requirements made known to IDnext by Customer.
- 1.6.2** Customer shall provide all necessary cooperation to IDnext and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.
- 1.6.3** If data, information and/or requirements necessary for execution of the agreement, are not provided, not timely provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then IDnext has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and IDnext has the right to charge the costs incurred at its usual rates.
- 1.6.4** If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, IDnext will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.
- 1.7 Confidentiality/Non-competition**
- 1.7.1** IDnext and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 1.7.2** IDnext is authorized to place the name and logo of Customer or Customer's clients who are given rights to the Products on the IDnext website and/or reference list and to make them available to third parties for information.
- 1.8 Liability**
- 1.8.1** IDnext's total liability shall be limited, in accordance with clauses 1.8.1 and 1.8.3, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) to a maximum of € 100.000,- (one hundred thousand euros), whereby a sequence of events is regarded as one event.
- 1.8.2** If the agreement also includes an agreement over time with a term of more than 1 (one) year and IDnext's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to IDnext on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of € 100.000,- (one hundred thousand euros).
- 1.8.3** IDnext has insured itself against damage. IDnext is in any case not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the agreement entered into with IDnext, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with IDnext's deductible (own risk), except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).
- 1.8.4** IDnext's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.
- 1.8.5** Direct damage is exclusively understood as:
- The reasonable costs made in determining the cause and extent of the damage;
 - The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 1.8.6** IDnext's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 1.8.7** With the exception of the cases named in this clause 1.8, IDnext has no liability for damage compensation regardless of what an action towards compensation could be based upon.
- 1.8.8** IDnext's liability exists solely when Customer immediately and appropriately notifies IDnext of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and IDnext then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that IDnext is able to react adequately.
- 1.8.9** The condition for the existence of any right to compensation is always that Customer notifies IDnext in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.
- 1.8.10** Customer indemnifies IDnext from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by IDnext.
- 1.8.11** IDnext does not accept any liability for damage regardless of its nature caused by Third Party Products which IDnext has delivered to Customer. If possible IDnext will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.
- 1.8.12** IDnext is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time.
- 1.9 Transfer**
- 1.9.1** The agreement between IDnext and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from IDnext.
- 1.10 Force Majeure**

- 1.10.1** Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond IDnext's power as well as business risks of IDnext, these include but are not limited to failure to perform by a supplier of IDnext, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.10.2** When force majeure is of a temporary nature, IDnext has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.10.3** IDnext reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.10.4** In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.
- 1.11 Nullity**
- 1.11.1** If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.11.2** In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.
- 1.12 Applicable Law and Dispute Mechanism**
- 1.12.1** All agreements made between IDnext and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2** Either party shall, without waiving any remedy under the agreement, seek from the qualified court in The Hague, the Netherlands any interim or provisional relief that is necessary to protect the rights or property of that party.
- 1.13 Use of Identification Codes**
- 1.13.1** IDnext will make Identification Codes solely available to Customer for the use of Products. Customer will use these Identification Codes with care. Customer will notify IDnext in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.
- 1.13.2** Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will IDnext be liable for the misuse and/or unauthorized use of Identification Codes.
- 1.13.3** If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, IDnext can provide Customer with instructions, which must be carried out.
- 1.13.4** If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 1.13.3, Customer will be immediately in default.
- 1.14 Privacy Information**
- 1.14.1** Customer is responsible for protecting (privacy) information, which is sent and/or processed by the equipment and/or programs of IDnext on behalf of Customer.
- 1.14.2** Customer will indemnify IDnext against any allegation as a result of a violation of any person's privacy.
- 1.14.3** Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of IDnext for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for IDnext. This information will not be provided to third parties unless IDnext is obliged to do so on the basis of a court order.
- 1.14.4** Contrary to the terms of clause 1.14.1, IDnext will be responsible for the protection of privacy related information of which its use is necessary by IDnext for the proper performance of its obligations under the agreement and will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of IDnext.
- 2. EVENTS**
- 2.1 Application**
- 2.1.1** Participation in Events must be applied for at least 2 (two) weeks prior to commencement of the Course. If the requested Event is fully booked, Customer shall be notified.
- 2.1.2** Immediately after receipt of an application, IDnext will send a confirmation of receipt regarding the applied for Event. For applications which have been made verbally, the confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Business Days.
- 2.1.3** Events are given against the current applicable rate. IDnext has the right to charge costs made such as rent for office space, Event materials, etc.
- 2.2 Cancellations**
- 2.2.1** IDnext reserves the right to cancel a Event if the required number of applications is not met. If such cancellation takes place Customer will initially be notified at least 1 (one) week prior to commencement of the Event. Any Event fees paid will be reimbursed. Customer may also decide to participate in the Event against a higher fee. This will be arranged in consultation.
- 2.2.2** Cancellations made by Customer 4 (four) weeks prior to commencement of the Event are free of charge, after

which 50% of the indebted Event fee will be charged. IDnext will be entitled to charge 100% of the indebted amount for cancellations made within 1 (one) week or after commencement of the Event.

2.3 Execution

2.3.1 IDnext will strive with best efforts to provide the Event in accordance with the published schedule but will not be liable if the Event must be canceled due to special circumstances. In such an event IDnext will strive within reason to provide the Event or the remainder of the Event at a later time period. If this is not possible, previously paid Event fees will be reimbursed proportionally.

2.4 Refusal Participants

2.4.1 IDnext reserves the right to refuse participants to a Event:

- a) if payments due have not been fully paid yet and/or on time before commencement of the Event;
- b) due to competitive reasons or other reasonable grounds for IDnext .

2.5 Sponsorship

2.5.1 The manner of presentation of the company, product or brand name of the sponsor, will always be subject to prior consultation with IDnext.

2.5.2 Sponsor shall refrain from actions or behaviors as a result of which the good name of IDnext may be harmed.

3. THIRD PARTY PRODUCTS

3.1 Third Party Products

3.1.1 IDnext has the right to deliver Third Party Products or make use of Third Party Products in fulfilling its obligations flowing forth from the agreement. IDnext is not responsible for Third Party Products, unless agreed upon otherwise in writing.

3.1.2 If IDnext delivers Third Party Products to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions IDnext .

3.1.3 IDnext will deliver rights for Third Party Products under the same conditions as indicated in the Third Party General Conditions.

3.2 Third Party General Conditions

3.2.1 Third Party General Conditions that are declared applicable in these General Conditions IDnext shall, when available to IDnext , be provided on request. Third Party General Conditions will be delivered in the same format and language as received by IDnext .

3.2.2 The General Conditions IDnext have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions IDnext and Third Party General Conditions, IDnext has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

4. PRICES/PAYMENTS

4.1 Prices and Payments

4.1.1 All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will

include applicable VAT and other levies possibly imposed by the government.

4.1.2 IDnext will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 30 (thirty) days of the invoice date. These payments will not be subject to compensation or deduction other than when permitted by law.

4.1.3 Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. IDnext reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

4.1.4 Until full payment has been made, IDnext has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

4.1.5 If IDnext is unable to make a delivery in time due to Customer, IDnext will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.

4.1.6 The indebted amount in clause 4.1.1 may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of IDnext 's office. In the event that activities need to take place outside of IDnext 's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time compensation amounts to 50% of the current hourly rate. The means of transportation will be determined by IDnext . The foregoing is also applicable on services provided outside of The Netherlands.

4.1.7 Above mentioned paragraphs leave all the legal rights of IDnext unhindered, when Customer fails to meet Customer's commitments.

4.2 Price Changes

4.2.1 The prices agreed to between IDnext and Customer are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. IDnext is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes.

4.2.2 IDnext will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

4.3 Fixed Price

4.3.1 In the case of a Fixed Price agreement, activities will be performed on the basis of a prior agreed upon price.

4.3.2 Unless IDnext can appeal to clause 1.6.4 extra hours will not be charged.

4.4 Advance

4.4.1 IDnext has the right to charge payments in Advance. If full payment of the Advance is not made, IDnext has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Rights of Customer and IDnext

5.1.1 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by IDnext, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with IDnext.

5.1.2 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products, or to have such changes made by third parties.

5.1.3 All intellectual property rights, industrial property rights or other rights of the Event and Event material and/or other documentation will remain with IDnext. Customer is explicitly not permitted to publish, exploit or reproduce information or parts of the documentation and/or Event, test material provided and/or extracts from the Event or test material, nor duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties will comply to the foregoing obligation.