

EXIN Holding B.V.	AGREEMENT FOR THE ACCREDITATION OF A SELF PAYING AFFILIATE
Contract Details	
1. EXIN:	EXIN Holding B.V. Chamber of Commerce number: 30181332 VAT number: NL 810853516B02 Having its registered seat and its offices in: Radboudkwartier 223 3511 CJ Utrecht THE NETHERLANDS
2. Affiliate:	[Name] Having its registered seat in: [@Address_Agreement] [@Country_AgreementID]
3. EXIN Partner	[Name] Having its registered seat in: [@Address_Agreement] [@Country_AgreementID]
4. Accreditation request for:	Affiliate of EXIN Partner for: - Accredited Examination Center (AEC) - Accredited Training Provider (ATP)
5. Commencement Date:	[%Date()%]
6. Addenda	Addendum A: Services Addendum B: Lead times and order windows Addendum C: Price

General terms and conditions EXIN:

EXIN (as defined in the Contract Details) and the Affiliate (as defined in the Contract Details), hereinafter referred to as “**Parties**” or “**Party**” as the case may be.

Preamble:

- A) EXIN is an independent examination institute and accredits organization, training institutes, exam centers, trainers, supervisors and courseware in order to ensure the quality of the training or education programs they provide;
- B) The Affiliate wishes to become accredited as an Affiliate of the EXIN Partner as defined in the Contract Details regarding the components: Accredited Training Provider (“**ATP**”) and/or Accredited Examination Center (“**AEC**”) as requested in the Contract Details (each “**Accreditation Component**”);
- C) The EXIN Partner wishes to add the Affiliate as his Affiliate partner and has requested EXIN to approve this by way of accreditation of the Affiliate;
- D) EXIN is prepared to accredit the Affiliate for the Accreditation Components as requested by the Affiliate, under the condition that the Affiliate complies with the requirements and obligations as set out and referred to in this ‘General terms and conditions EXIN’;
- E) Therefore the Parties wish to enter into the agreement for the accreditation of the Affiliate, being the Contract Details and the ‘General terms and conditions EXIN’ jointly (“**Agreement**”).

The Parties have agreed on the following:

1 Subject and procedure for Accreditation

- 1.1 The Affiliate hereby (i) requests to become accredited as an Affiliate of the EXIN Partner for the Accreditation Components as set out in the Contract Details (or, if applicable, as requested later on) and (ii) confirms that it complies with the provisions (a) set out in this Agreement and (b) referred to in this Agreement including but not limited to: the EXIN Accreditation Guide (as defined hereinafter).
- 1.2 In the event the Affiliate complies with the relevant requirements for the Accreditation of an Affiliate as stated in the EXIN Accreditation Guide EXIN shall accredit the Affiliate. In that event EXIN shall inform the Affiliate that it has become an Affiliate, stating the scope of accreditation granted to the Affiliate (“**Accreditation**”). Further EXIN shall incorporate these details in the MyLogin (as defined hereafter) of the Affiliate.
- 1.3 Insofar as the Affiliate meets the requirements for the requested Accreditation Components, the Affiliate may enjoy the accreditation of the EXIN Partner. For the sake of clarity: an Affiliate can only be accredited for a particular module if he meets the requirement himself and if the EXIN Partner is accredited for such module.

2 Records and Audit

- 2.1 The Affiliate shall keep separate sound records with respect to the details and performance of the Agreement including the underlying books, documents and other data carriers.
- 2.2 The records shall be kept in accordance with the applicable laws and regulations, in particular with regard to the applicable data protection legislation.
- 2.3 The Affiliate will permit EXIN on request to inspect, verify and audit the performance of the Agreement (“**Audit**”) whereby EXIN at its own discretion may choose to either use internal or external auditors bound by adequate confidentiality obligations. For the purposes of such Audit, the Affiliate shall permit, or procure the permission for EXIN, to enter any of its offices. The Affiliate shall also at the reasonable request of EXIN give full cooperation to EXIN in relation to any such Audit.
- 2.4 EXIN shall endeavor to provide four (4) weeks prior notice of any proposed Audit. In the event the Audit has been triggered by any non-compliance with the requirements described in the EXIN Accreditation Guide or a complaint EXIN shall endeavor to provide one (1) week prior notice. Furthermore, EXIN reserves the right to undertake ‘spot-checks’ of an Affiliate without notification to a maximum of three (3) spot checks over a one calendar year period.
- 2.5 Costs of all Audit shall be borne by EXIN, unless a specific Audit shows that the Affiliate does not comply with one or more of the requirements for accreditation as laid down in the EXIN Accreditation Guide (with intent or gross negligence) in which case the costs of such Audit shall be borne by the Affiliate.

3 Performance of the Agreement

- 3.1 EXIN has created a secured login-section for the Affiliate (“**MyLogin**”) where the Affiliate can securely access the Accreditation Guide, the Supervisor Guide, the AEC Manual, EXIN’s policies and other requirements as notified in writing by EXIN to the Affiliate from time to time (hereinafter jointly to be referred as “**EXIN Accreditation Guide**”). The Affiliate is responsible for keeping the MyLogin ID and password confidential. The Affiliate is fully responsible for all activities that occur with the use of the MyLogin ID and password. The Affiliate shall be responsible for all representations made at MyLogin, and for all work done at MyLogin, including access by its employees, agents or associates (whether authorized by the Affiliate or not).
- 3.2 The Affiliate shall comply with all requirements as set out in the EXIN Accreditation Guide, which EXIN may change unilaterally from time to time. At all times, the up-to-date version of the EXIN Accreditation Guide shall be available at MyLogin. Non-compliance with the EXIN Accreditation Guide may lead to full or partial suspension or withdrawal of the Accreditation.
- 3.3 EXIN shall provide the Affiliate with proof of its Accreditation.
- 3.4 EXIN shall include the name of the Affiliate which has been accredited as an Affiliate for ATP (including the scope of the Accreditation) in the list of ATP’s on EXIN’s website with a link to the website of the Affiliate.

4 ATP

4.1 Notwithstanding the applicability of the other provisions of this Agreement, this Article 4 applies to the Affiliate accredited for the Accreditation Component ATP:

- (i) The Accreditation for ATP is solely with respect to the trainings for the modules as set out at MyLogin.
- (ii) All ATP related activities of the Affiliate must be in accordance with the corresponding procedures of the EXIN Partner. For example, the Affiliate must use training material of the EXIN Training Partner which training material has been accredited by EXIN. However, instructions of EXIN which deviate from the procedures of the EXIN Partner must be followed.

5 AEC

5.1 Notwithstanding the applicability of the other provisions of this Agreement, this Article 5 applies to the Affiliate accredited for the Accreditation Component AEC:

- (i) The Affiliate has been accredited to organize and host exam sessions on behalf of EXIN.
- (ii) All AEC related activities of the Affiliate must be in accordance with the corresponding procedures of the EXIN Partner. However, instructions of EXIN which deviate from the procedures of the EXIN Partner must be followed.
- (iii) The Affiliate will order the Services through the EXIN Partner or – if such is agreed with the EXIN Partner – directly at EXIN.
- (iv) Subject to this Agreement, EXIN will provide the Affiliate with exams and additional services (“**Services**”). The Services currently offered are outlined and specified in Addendum A.
- (v) The lead times and order windows for all types of exams are specified in Addendum B.
- (vi) The Services offered by EXIN as well as EXIN’s lead times and order windows may vary and are to the sole discretion of EXIN. EXIN will inform the Organization about all material changes in the Services as well as the lead times and order windows.

6 Price

6.1 The price for the Accreditation is paid up by the EXIN Partner.

6.2 The prices for the Services that apply if the exams are taken in the country where the Affiliate is registered, are set out in Addendum C and are exclusive of VAT, other taxes or duties unless otherwise agreed in writing (“**Price**”). If VAT or any other tax or duty applies, EXIN may charge it to the Affiliate. In case the exams are taken in other countries other Prices, that will be provided on request, apply.

6.3 EXIN is entitled to unilaterally adjust the Price from time to time. Any change to the Price will be notified to the Affiliate by e-mail or otherwise in writing and shall take effect one month after such notification or any later moment determined by EXIN.

6.4 If the Affiliate has been accredited for one or more Best Management Practices programs, EXIN shall per such program invoice the EXIN Partner, on behalf of AXELOS Ltd., for the royalty fees due regarding the Affiliate and shall transfer the royalty fees to AXELOS Ltd. or any other party as instructed by AXELOS Ltd. EXIN shall not invoice the Affiliate for such royalty fees if and insofar the Affiliate has provided evidence that it has already paid these fees via another examination institute.

Initials EXIN Partner: _____

Initials Affiliate: _____

7 Payment

- 7.1 Unless otherwise agreed in writing, payment is to be made within 30 days of the date of the invoice. The amounts due shall be transferred to EXIN's bank account mentioned on the invoice. The Affiliate shall be deemed to have performed its payment obligations when the respective sums due have been received by EXIN's bank as cleared funds.
- 7.2 The Affiliate may not refuse or suspend payment on the basis of any alleged breach of the Agreement by EXIN.
- 7.3 If the Affiliate fails to meet the payment term, the Affiliate will be automatically in default. Once in default, the Affiliate will be liable to interest on the outstanding debt amounting to 1% per month or part of a month. The incurring, collection or set-off of this interest shall not affect the other rights of EXIN to full compensation for its loss as defined by section 95 of book 6 of the Dutch Civil Code (the "**Loss**") and to seek termination or any other measure according to the law. In addition EXIN is entitled to withdraw all Accreditation immediately if the Affiliate is in default.
- 7.4 If the Affiliate is in default, EXIN is entitled, to enforce payment of the sum owed. All Loss relating to the enforcement of payment is payable by the Affiliate. EXIN is entitled to determine that the extrajudicial costs equal 15% of the amount owed.
- 7.5 EXIN is entitled, at any time, to require the Affiliate to make advance payment or provide adequate security for the performance of its obligations.

8 Intellectual Property

- 8.1 The Affiliate acknowledges that all intellectual property rights with regards to the data made available to the Affiliate by and/or on behalf of EXIN, including but not limited to the EXIN Accreditation Guide, manuals, sample exams, examination questions, basic training material, preparation guide, track descriptions, drawings, pricing lists, illustrations, designs, models, calculations, working methods, know-how, logos, databases and other electronic files ("**Documentation**") vest and shall remain to vest exclusively in EXIN. In the event EXIN has the rights of a licensee regarding any of this Documentation, all intellectual property rights with regards to the Documentation vest and shall remain to vest exclusively in EXIN's licensor. If under any relevant legal system any further (legal) act should be required for the creation and/or implementation thereof, the Organization shall inform EXIN of this and always give EXIN all the assistance required.
- 8.2 For the duration of this Agreement, the Affiliate is hereby granted a non-exclusive, non-transferrable license, without license to sub-licence, to use the Documentation for the purposes of the performance of this Agreement only, and in line with this Agreement, the EXIN Accreditation Guide and EXIN's further instructions.
- 8.3 If the Affiliate wishes to be become accredited for one or more Best Management Practices programs, the Affiliate must, prior to the accreditation by EXIN and per such program, enter into a separate license agreement with the owner of the Best Management Practices Program, AXELOS Ltd. regarding the usage of the intellectual property of AXELOS Ltd. Any accreditation by EXIN for the Best Management Practices program will terminate automatically in case the license agreement between AXELOS Ltd. and the Affiliate and/or the head license agreement between EXIN and AXELOS Ltd. comes to an end.
- 8.4 If the Affiliate learns of any infringement, threatened infringement of or action detrimental to the intellectual property rights with regards to the Documentation, the Affiliate shall forthwith EXIN.

Initials EXIN Partner: _____

Initials Affiliate: _____

- 8.5 The Affiliate accredited for ATP guarantees not to infringe any third-party intellectual property rights in by using and preparing its training and training material.

9 Liability and indemnity

- 9.1 Goods and services (including but not limited to: sample exams) are provided “as is”; EXIN’s obligations under this Agreement are limited to best efforts. Any warranty by EXIN for any fitness for any purpose is excluded.
- 9.2 EXIN shall never be liable for any Loss suffered by the Affiliate or any client of the Affiliate. However, EXIN may not rely on this exclusion of liability if the Loss was caused by EXIN with intent or gross negligence and with the knowledge that such Loss would arise from that. In any event, the maximum aggregate liability of EXIN is for each occurrence limited to an amount equal to the Price paid to EXIN by the Affiliate in that year. A range of related loss-causing occurrences shall be considered as one loss-causing occurrence.
- 9.3 The Affiliate shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold fully harmless EXIN in relation to all third party claims arising from the Affiliate’s breach of this Agreement as well as in relation to all third party claims which EXIN is subject to from the Affiliate’s clients. However, the Affiliate shall not be responsible to the proportionate extent that a claim arose directly from the gross negligence or willful misconduct of EXIN.
- 9.4 All claims must be reported by the Affiliate to EXIN within two months after the occurrence of the Loss.

10 Confidentiality; Data Protection

- 10.1 Neither Party nor the workers it deploys may disclose information of a confidential or sensitive nature obtained from the other Party or generated in the performance of this agreement such as but not limited to information regarding the Documentation (“**Confidential Information**”), to any third party.
- 10.2 The receiving Party and the workers it deploys may use the Confidential Information solely in line with this Agreement and for the for purposes necessary for the performance of this Agreement.
- 10.3 The receiving Party will implement appropriate physical, technical and organisational measures to ensure that the Confidential Information is protected against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access or other unauthorized or unlawful forms of processing. Immediately after discovering an incident infringing or threatening the confidentiality of the Confidential Information, the receiving Party shall report such incident to the disclosing Party.
- The receiving Party may not store the Confidential Information for longer than is reasonably necessary for the purpose of compliance with its obligations under this Agreement and must destroy (or at the request of the disclosing Party: return) the Confidential Information, including any copies thereof, as soon as this purpose ends.
- 10.4 The provisions in articles 10.1, 10.2 and 10.3 do not apply if and insofar as:
- (i) the Party or any of the workers it deploys is required to disclose the Confidential Information under a statutory obligation or pursuant to an order of the court or a competent governmental body; or
 - (ii) the other Party has given prior written consent for such disclosure; or

Initials EXIN Partner: _____

Initials Affiliate: _____

- (iii) EXIN needs to disclose, retain or use the same for the purpose of its role as an Examination Institute or in connection with its contract relating to the same with third parties; or
 - (iv) such information was already in public domain at the time of disclosure other than by breach of this clause by the relevant party; or
 - (v) such information was prior to its disclosure to it in connection with this Agreement obtained from a third party without obligation of confidentiality; or
 - (vi) such information was independently developed by the receiving Party without reliance in any way, or use of, any of the Confidential Information.
- 10.5 Each Party shall ensure that the workers it deploys are bound by the same duty of confidentiality to the other Party as set out in this article 10.
- 10.6 Each Party shall collect and process personal data received from the other Party (such as data of examination candidates or workers of the other Party) according to the applicable data protection laws and take adequate security and confidentiality measures.
- 10.7 The obligations laid down in this article are enforceable for the duration of the Agreement and at all times thereafter.

11 Term, suspension and termination of the Agreement

- 11.1 This Agreement is valid starting on the Commencement Date as set out in the Contract Details and shall – unless terminated earlier in line with this Agreement - end no later than the Accreditation Agreement between EXIN and the EXIN Partner. Therefore, if the Accreditation Agreement between EXIN and the EXIN Partner comes to an end for whatever reason, this Agreement shall automatically end at the same time. This Agreement shall also end automatically in case the EXIN Partner withdraws the addition of the Affiliate in the accreditation of the EXIN Partner for whatever reason.
- 11.2 The Agreement is concluded for an indefinite period and may be terminated by either Party giving three (3) month's written notice.
- 11.3 Notwithstanding the other provisions of this Agreement, each Party is entitled to terminate the Agreement with immediate effect, if the other Party, after having received a written notice of default with a reasonable period of time to remedy the default, still fails to fulfil the obligations in this Agreement, unless the default, considering its special nature or minor meaning, does not justify this termination; a notice of default and remedy period is not required if, through its nature, the default cannot be cured.
- 11.4 Notwithstanding the other provisions of this Agreement, EXIN is entitled to terminate the Agreement (and all other agreements entered into with the Organization) with immediate effect without the need for any notice of default or court order:
- (i) if an application for insolvency is filed against the Affiliate, if the Affiliate has itself applied to be declared insolvent, or if it has been declared insolvent, or has applied for, or been granted, a moratorium on payments, or if any part of its assets has become encumbered, or it has reached a voluntary arrangement with its creditors, or otherwise proves to be insolvent; or
 - (ii) if the Affiliate ceases any part of its business operations, or liquidates its business; or
 - (iii) if there is a change in the control of the Affiliate's business, unless the Affiliate can prove to the satisfaction of EXIN that the performance of the Agreement will be totally unhindered by such change; or

Initials EXIN Partner: _____

Initials Affiliate: _____

- (iv) in case of any violation by the Affiliate of article 8 (Intellectual Property) or article 10 (Confidentiality; Data Protection) of this Agreement.

If any of the situations listed in this section 12.4 occurs, the Affiliate is under an obligation to forthwith notify EXIN accordingly.

- 11.5 At its sole discretion, EXIN may, prior to exercising its right to terminate under article 11.3 or 11.4, fully or partly suspend the performance of this Agreement (and/or all other agreements entered into with the Organization).

12 Term, suspension and termination of the Agreement

- 12.1 In the event that the Agreement is terminated EXIN shall not be liable to the Affiliate for any kind of compensation.
- 12.2 Notwithstanding any other provisions in this Agreement, in the event of termination of this Agreement for whatever reason:
 - (i) the Accreditation shall cease automatically;
 - (ii) the Affiliate shall not use the Documentation anymore and shall not later than five (5) working days from the date of termination cause the EXIN logo's to be removed from all and any materials comprising or used and from its website and others;
 - (iii) the Affiliate shall do nothing after the termination of this Agreement which might lead any person to believe that the Affiliate is still Affiliate or is in any other way connected with EXIN;
 - (iv) EXIN shall remove the name of the Affiliate from the list of Affiliates from EXIN's website.

Articles that by their nature are intended to survive the Agreement, including, but not limited to, articles 8, 9, 10, 11, 12, 13, 14 and 15 shall remain in force and effect after termination of the Agreement.

13 Penalty clause

- 13.1 If the Affiliate and/or the workers it deploys act in violation of the provisions in article 8, article 10 and/or article 12 (ii), (iii) and (iv) the Affiliate owes, without notice of default or judicial intervention being required, an immediately due and payable penalty of €10,000 (in words: ten thousand Euros), not subject to set off and/or mitigation, without prejudice to the right of EXIN to full compensation of damage and the right to claim specific performance in full.

14 Final provisions

- 14.1 The Affiliate shall not engage in any deceptive, misleading, illegal or unethical business practice, including but not limited to offering or accepting bribes or other means of obtaining undue or improper advantage.
- 14.2 The Affiliate shall not commit any act or omission or make any statement which might bring EXIN or its licensors into disrepute or otherwise damage EXIN's or its licensor's reputation.
- 14.3 This Agreement (together with the Contract Details and the documents to which in this Agreement have been referred to) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

- 14.4 EXIN is entitled to assign its rights and obligations under the Agreement to a legal entity with which it forms a group (as defined by Section 24b of Book 2 of the Dutch Civil Code), without requiring the consent of the Affiliate. In other cases, assignment of any rights and obligations of either Party under the Agreement to a third party shall require the prior written consent of the other Party.
- 14.5 The fact that EXIN might not, at some point in time, enforce any of its rights acquired under this Agreement shall not be construed as a waiver of such rights.
- 14.6 In the event that any provision of this Agreement is invalid, this shall not affect the validity and enforceability of the other provisions of the Agreement. The Parties undertake in such a case to replace the non-binding provisions with provisions that, given the purpose and scope of the Agreement, depart as little as possible from the content of the invalid provisions.
- 14.7 No amendment or other variation to this Agreement shall be effective unless it is in writing and is signed by a duly authorized representative of the Parties.
- 14.8 The applicability of other (general) conditions of the Parties is expressly excluded.

15 Applicable law and Jurisdiction

- 15.1 This Agreement and all agreements entered into by Parties on basis of this Agreement shall be governed exclusively by the laws of The Netherlands.
- 15.2 Parties shall endeavor to settle any and all disputes arising out of or in connection with this Agreement amicably. In case no settlement can be reached, such dispute will exclusively be submitted to the competent court in Utrecht (The Netherlands); provided, however, that EXIN shall have the right to seek relief in any court of competent jurisdiction to prevent or enjoin any unauthorized use, disclosure, misappropriation or infringement of intellectual property rights or Confidential Information.

Agreed and signed by:		
EXIN	Affiliate	EXIN Partner
EXIN Holding B.V.	[@NameAffiliate]	[@NameParent Organization]
Represented by: B.W.E. Taselaar	Represented by:	Represented by:
Title: CEO	Title:	Title:
Date:	Date:	Date:
Place:	Place:	Place:
Signature:	Signature:	Signature:

Initials EXIN Partner: _____

Initials Affiliate: _____

Addendum A:

Services

1.1 EXIN will make the following materials available to the AEC:

- Attendance List
- Personal Exam Documents for each candidate
- Answer forms
- Exams
- Appendices and Case studies
- Candidate result list

EXIN will also make the following materials available to the candidate, if applicable:

- Result letter
- Coaching report
- Digital certificate
- Hard copy certificate + pin (if applicable) when ordered

1.2 For a review and/or appeal session, EXIN will make the following exam materials available:

- Exam
- Appendix (if applicable)
- Case study (if applicable)
- Answers given by the candidate
- Answer key
- Coaching Report
- Appeal form
- Feedback form

Addendum B:

Lead times and order windows

- 1.1 The Affiliate orders the examinations through EXIN's electronic ordering system within the order windows as indicated in the scheme below.
- 1.2 If the Affiliate requests to order the examinations using a standard order form, to be sent by e-mail to EXIN.
 - For all types of exams the Affiliate needs to account an extra workday (a workday being every day of the week excluding Saturday and Sunday) for EXIN to process the order request as indicated in the scheme below.
- 1.3 If the Affiliate orders the examinations through the EXIN Partner:
 - The time frames indicated in the scheme below refer to the order entry at EXIN.
- 1.4 EXIN will supply the Affiliate with the reports of results according to the time frames as indicated in the scheme below. All time frames are indicative and depend on the completeness of the examination documents provided by the Affiliate and the confirmation of all the attending examination candidates.
- 1.5 In case the Affiliate cancels an order EXIN will charge service preferences in case of paper/paper sessions.

Order Windows	Web	Same day ordering	Order entry by EXIN	24 hours after receiving mail
	Paper / Pdf	Same day ordering		
Paper / Paper	5 workdays before exam			
Essay	11 workdays before exam			
		Digital	Hard copy	
Exam to certificate	Web	< 1 workday from reception exam docs	< 2 weeks from reception exam documents	
	Paper / Pdf	< 2 workdays from reception exam docs	< 2 weeks from reception exam documents	
	Paper / Paper	< 2 workdays from reception exam docs	< 2 weeks from reception exam documents	
	Essay	< 4 weeks from reception exam docs	< 6 weeks from reception exam documents	



Addendum C: Price