

TERMS AND CONDITIONS FOR FRAPA PARTICIPATION

1. General

By accessing or using FRAPA's services you are bound by the following Terms and Conditions. If you do not agree with any part of the following terms you are not able to become a participant. FRAPA is administered from Naarden, the Netherlands. If our services are accessed from a location outside of the Netherlands, you are responsible for complying with local laws.

2. FRAPA participant

Being a FRAPA participant is proprietary (including freelance entrepreneurs without personnel) and gives you access to, and discounts on, all of FRAPA's services, advices and communication resources.

We distinguish 3 types of participants:

- Companies
 - Groups
 - Sponsors
- Companies. We distinguish 3 types of companies: small, medium, large, depending on the amount of full time employees (fte) in the company. A holding or conglomerate of companies is defined as 'a company'.
- Groups (for foundation/agency's/ trade organisations). In case an organisation represents other companies and or organisations (agency, trade organisations etc), these companies are automatically a FRAPA participant.
- Sponsor. Every company can become a sponsor (as well). Companies > 500 fte are seen as sponsors.

3. Services and resources provided:

As a FRAPA participant you will be entitled to use all the following services as listed in the participant overview www.frapa.org.

4. Becoming a FRAPA Participant

Participation is available to all companies or groups worldwide compliant with Dutch and EU Trade law and international sanction regulations. Applicants must be at least 18 years of age and legally able to enter into a binding contract. Your application must -upon request- be accompanied by your registration number secured at your own national Chamber of Commerce/Company Register.

If your company has been convicted for an infringement in the past, you can only become a participant after due evaluation by the FRAPA Management Board. The FRAPA Management Board reserves the right to refuse a participation to any company and shall explain in writing the background of its decision. It is not possible to appeal.

5. FRAPA goals

By becoming a FRAPA participant, you agree to adhere to the organisation's fundamental tenets as established in the articles of the foundation and the Code of Conduct

6. Duration participation

Your participation has a length of one year starting at the date of registration. The participation for Groups and Company participants is renewed automatically each year for an additional year. Sponsors participation is per year and renewed upon agreement.

7. Change of address or contact information

Change of address and changes in the contact information must be communicated to us as promptly as possible. FRAPA cannot be held responsible for any damage related directly or indirectly if these changes are conveyed too late or have not been communicated to us.

8. Standard conditions re: payment of participation fee

Your annual fee must be paid in advance. Any international banking costs are at the participants expense. You will receive an invoice annually. Payments are to be remitted within four weeks.

9. Amount of participation fee

The company pays a fee on the basis of the amount of full time employees. Upon request you are obliged to send a copy of employees listed to info@frapa.org.

FRAPA retains the right to control this information and request it at its own initiative. FRAPA has the right to adjust the participation fee in reverse if the listed employees do not correspond with the information as provided when becoming a participant. Any possible costs this may entail will be at the participants expense.

10. Adjustments to the FRAPA annual fee or terms and conditions

FRAPA Management Board has the right to adjust the fee scales and/or terms and conditions of FRAPA participation each year as of January 1st. Changes will be communicated via the website.

11. Terminating participation

If you wish to terminate your participation, please inform us of such in writing and include your participation number. Please send it via registered mail to FRAPA at Gooimeer 4-15, 1411 DC Naarden, The Netherlands or via email to info@frapa.org, including your digital signature.

We must be in receipt of your termination request two months prior to the renewal date of the participation. If you send us your notification later you will remain a participant for the next year.

12. Overdue participation payments

FRAPA will send you notices for due payments. FRAPA has the right to charge the legal rate of interest in the case of overdue payment. In addition we will charge you any collection costs incurred.

Any and all advantages linked to the participation will expire until you have paid in full. In the meantime, we retain the right to temporarily refuse you all FRAPA services.

If you are behind in your payments for a period exceeding three months, we have the right to terminate your participation. The outstanding amount owed to FRAPA remains payable.

13. Participation and FRS

Registered formats as a participant via our Format Registration System are valid as long as the company is a participant. If the participant wishes to terminate the FRAPA participation the format registrations will be valid three years after the termination date of the participation.

If you would like to renew your format as a non participant you pay the FRS fee for non participants.

In the case payments for participation are overdue three months after the first invoice for participation, we are entitled to remove the format registration from the system. FRAPA can not be hold responsible by the participant or any third party for any damage, direct or indirect, related.

The Format Registration System Terms & Conditions apply to all registrations.

14. Legal disputes

Possible legal disputes and conflicts, including payments overdue, will be decided according to the laws of the country in which FRAPA is registered.

15. Personal data & Privacy

In the context of its services, FRAPA records your personal information when you sign up for FRAPA participation. We will delete all contact information three years after you resigned according to our privacy statement which is compliant to the privacy legislation in force. Our privacy statement can be found at www.frapa.org.

16. Mergers and takeovers

Should your company merge with another company, be acquired by another company or in otherwise undergo a change in structure or legal statutes, the FRAPA participation will be transferred to the new organizational/corporate form and the rights and obligations associated with the participation will remain.