

Terms and Conditions



Connectis eRecognition tokens

Connected Information Systems B.V.

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This document is a translation of the eHerkenning . In case of any conflict, discrepancy or matter of interpretation the Dutch version shall prevail.

Connectis / Connected Information Systems B.V.

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Article 1. Definitions

In the context of these Terms and Conditions, the following definitions apply to all capitalised occurrences of the relevant terms:

- 1.1 Service Recipient: the party with whom Connected Information Systems B.V. closes a Contract.
- 1.2 eHerkenning Token (or Authentication Medium): a set of attributes (e.g. a certificate) serving as a basis for the authentication of a party.
- 1.3 eHerkenning Conditions of Use: the latest version of the Conditions of Use defined in the context of the Electronic Access Services Trust Framework.

- 1.4 OTP Responder:

One Time Password (OTP) responder, i.e. a responder that generates a unique code, which is used together with a log-in (user name and password combination) to gain access to a restricted website and/or web application.

- 1.5 Contract: the contract with Connected Information Systems B.V. to which the Terms and Conditions apply.

- 1.6 SMS OTP (TAN) Service:

service by means of which a unique code is sent by SMS to the authorised person's registered mobile phone number, which is used together with a log-in (user name and password combination) to gain access to a restricted website and/or web application.

- 1.7 General Terms and Conditions of Connected Information Systems B.V. (or Terms and Conditions): these general terms and conditions of Connected Information Systems B.V..
- 1.8 Connectis: Connected Information Systems B.V., of Rotterdam, the Netherlands.
- 1.9 Connectis System: the facilities, hardware, software and Connectis APIs owned by Connectis or to which Connectis has usage rights, by means of which the eHerkenning Service(s) are provided.

The following terms have the meanings ascribed to them in the eHerkenning Conditions of Use:

- Electronic Access Service Trust Framework;
- Authentication Medium;
- eHerkenning Services;
- Authorisation Manager;
- eHerkenning Network.

Article 2. Applicability

- 2.1 All tenders made by Connectis and Contracts closed by Connectis are governed exclusively by these Terms and Conditions. Departures from these Terms and Conditions are permissible only insofar as agreed in writing.

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2.2 The eHerkenning Conditions of Use apply equally.

Article 3. Offer, application and closure of the Contract

- 3.1 Connectis shall make the offer in writing (in printed or electronic form). The offer shall be noncommittal and shall contain a specification of the services and, where relevant, goods offered for supply, the associated charge(s) and the conditions pertaining to their supply, sufficient for the Service Recipient.
- 3.2 The offer shall additionally describe any steps that may need to be taken before the eHerkenning Service and/or the eHerkenning Token may be used.
- 3.3 The Contract shall be closed by the Service Recipient's acceptance of the offer (referred to below as 'the application') and Connectis's acceptance of the application. An application shall be acceptable only if made and signed by a suitably authorised representative of the Service Recipient.
- 3.4 Upon Connectis's request, the Service Recipient shall be required to identify themselves in a manner specified by Connectis, and to provide all other information required by Connectis for consideration of the application. If an application is made in the name of a natural person acting in a professional capacity or in the name of a legal entity or partnership, the representative shall, upon Connectis's request, be required to identify him or herself in a manner specified by Connectis and demonstrate his/her authority to make the application, where possible by means of a recent extract from a Chamber of Commerce register.
- 3.5 In connection with the application, Connectis shall verify the identifying attributes of the Service Recipient's authorised representative, of the nominated Authorisation Manager and, where relevant, of the nominated authorised person(s), in each case by reference to a copy of a document as referred to in Section 1 of the Compulsory Identification Act. Copies of the documents in question are to be submitted with the application. Connectis reserves the right to subsequently check the validity of any such copy document by reference to the accessible registers at any time during the Contract fulfilment period.
- 3.6 The Service Recipient's authorised representative shall be responsible for, and is required to assure, the accurate submission and registration of his/her own details and those of the nominated Authorisation Manager and, where relevant, the nominated authorised person(s).
- 3.7 The application shall be declined by Connectis if any of information and documents referred to in clauses 4 and 5 of this article is/are omitted, or if the application is otherwise incomplete or flawed. In such circumstances, Connectis shall inform the prospective Service Recipient accordingly and shall allow opportunity for provision of the omitted item(s) and/or correction of the application. Connectis may charge the Service Recipient EUR 15 for processing omitted items or a corrected application.
- 3.8 An application may be submitted to Connectis within four (4) weeks of the corresponding offer. Connectis reserves the right to refuse any application not submitted in good time.

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- 3.9 The Contract shall have an initial term of twelve (12) months or, if the Service Recipient opts for a three-year subscription, of thirty-six (36) months. Upon expiry, the Contract shall ordinarily be tacitly renewed for a further term of one (1) year, unless at the outset the Service Recipient opted for a three-year subscription, in which case the Contract shall be tacitly renewed for a further term of three (3) years, on the same conditions. However, the Contract shall not be tacitly renewed if either party has terminated it in writing by registered post, giving at least two (2) months' notice.
- 3.10 The technical lifespan of an issued Authentication Medium shall be a maximum of ten (10) years. Under the Electronic Access Service Trust Framework, Connectis is required to withdraw an Authentication Medium upon expiry of its lifespan. Prior to expiry of an Authentication Medium's lifespan, or earlier if required by the Trust Framework, Connectis shall notify the Service Recipient that the service must be terminated and shall make an offer regarding replacement. The lifespan of issued Authentication Media is subject to annual evaluation by the Trust Framework. Connectis reserves the right to reduce the lifespan of an Authentication Medium if evaluation leads to the conclusion that its technical vulnerability is unacceptable.

Article 4. eHerkenning Network

- 4.1 The eHerkenning Services and eHerkenning Tokens requested by the Service Recipient are provided by Connectis as an accredited Member of the eHerkenning Network. In that capacity, Connectis is bound by its obligations under the Electronic Access Service Trust Framework and under all other rules and regulations applicable in that context and effective at the time in question. If the fulfilment of any such obligation necessitates revision of the eHerkenning Tokens and/or Services provided to the Service Recipient, the provisions of Article 11 of these Terms and Conditions shall apply.

Article 5. Issue and use of the eHerkenning Token

- 5.1 Following acceptance of the application, Connectis shall issue the agreed eHerkenning Token to the Service Recipient.
- 5.2 The period within which Connectis states that an eHerkenning Token will be issued shall be deemed indicative. No rights may be derived by the Service Recipient from the indicative statement; hence, Connectis has no liability in the event of the stated period being exceeded.
- 5.3 The Service Recipient shall ensure and is responsible for correct and careful use of the eHerkenning Token. For eHerkenning assurance level 4, the Service Recipient requires both an eHerkenning Token and a PKI Government Personal Organisation Certificate (PKI-o POC). The Service Recipient is accountable for and bears the risk of all consequences of the abuse or injudicious use of the eHerkenning Token.
- 5.4 The Service Recipient shall ensure that the eHerkenning Token is used exclusively within the Service Recipient's organisation and for the purpose for which it was issued. The eHerkenning Token is strictly personal and must not be transferred to any third party without Connectis's consent.

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- 5.5 The Service Recipient is required to maintain the confidentiality of the eHerkenning Token, including but not restricted to user names and passwords, and to protect against unauthorised third-party use. If an eHerkenning Token is lost, used without authorisation or suspected of being used without authorisation, the matter must immediately be reported to Connectis's Service Desk; such reporting does not relieve the Service Recipient of responsibility to take effective action to prevent (further) abuse of the eHerkenning Token in question. A report of abuse must be accompanied by a formal request for the suspension or withdrawal of the eHerkenning Token.
- 5.6 The Service Recipient is responsible for (data) communication lines, including the internet, and for the hardware and software (referred to below collectively as 'provisions') required to make use of the eHerkenning Token and/or the eHerkenning Service. The Service Recipient is additionally responsible for ensuring that he or she has the user rights required for use of the provisions.
- 5.7 With a view to ensuring the functionality and/or reliability of the eHerkenning Services and eHerkenning Tokens, Connectis may make additional technical and functional requirements regarding the provisions or issue instructions regarding their use. The Service Recipient must comply with any such requirements and follow any such instructions.
- 5.8 Connectis is not responsible for the reliability or availability of the provisions used by the Service Recipient, or for preventing the interception or interruption of internet-based data transmissions, or for preventing the loss of data transmitted over the internet.

Article 6. eHerkenning Token withdrawal

- 6.1 Connectis shall be entitled to withdraw an eHerkenning Token with immediate effect under any of the following circumstances:
 - Connectis has reasonable grounds to suspect that the eHerkenning Token has been compromised;
 - The information provided by the Service Recipient proves to be incorrect;
 - The Service Recipient fails to (adequately) fulfil one or more obligations arising out of the Contract;
 - A technical vulnerability is detected;
 - Another situation arises, such that Connectis considers withdrawal of the eHerkenning Token to be an urgent necessity.
- 6.2 If Connectis decides to withdraw an eHerkenning Token, Connectis shall notify the Service Recipient in advance, except in circumstances where advance notice cannot reasonably be expected.
- 6.3 Connectis shall be entitled to withdraw or block an eHerkenning Token on the grounds of late payment only after sending a written payment reminder and thereafter allowing the Service Recipient a reasonable further period in which to make payment. The Service Recipient's payment obligations pursuant to Article 12.1 of these Terms and Conditions shall remain

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effective during a period that an eHerkenning Token is unavailable due to withdrawal or blocking.

- 6.4 If Connectis decides to withdraw an eHerkenning Token, as provided for in this article, Connectis shall not be liable for any associated damages suffered by the Service Recipient.

Article 7. OTP Responder

- 7.1 If Connectis supplies the Service Recipient with an OTP Responder for use in connection with the agreed eHerkenning Token, the provisions of this article shall apply.
- 7.2 Connectis shall supply the OTP Responder in accordance with the technical and/or functional specifications agreed in the Contract.
- 7.3 The OTP Responder shall be guaranteed for thirty-six (36) months, starting from the delivery date. The guarantee shall entitle the Service Recipient to the repair or replacement of the OTP Responder or any relevant component free of charge in the event of a material and/or manufacturing fault. The guarantee shall be invalid if a fault with the OTP Responder is attributable to inappropriate or injudicious use, the leakage of replaceable batteries or an external cause.
- 7.4 The usage period of the OTP Responder shall be a maximum of thirty-six (36) months from the date of delivery. If the Contract term exceeds the stated usage period, Connectis shall automatically send the Service Recipient a new OTP Responder (or a replacement device of whatever type is then in use). The Service Recipient shall be charged for the OTP Responder (or replacement device) in accordance with the tariffs in force at the time.

Article 8. SMS OTP (TAN)

- 8.1 If Connectis provides the Service Recipient with an SMS OTP Service in connection with the agreed eHerkenning Token, the provisions of this article shall apply.
- 8.2 When provision of the SMS OTP Service commences and at the start of each subsequent subscription year, the Service Recipient shall be allocated a start-up bundle of fifty (50) SMSs. If the Service Recipient has multiple SMS OTP Service subscriptions, the Service Recipient shall be allocated a single SMS bundle of the number of subscriptions times fifty (50) SMSs.
- 8.3 If the SMS allocation is exhausted, Connectis shall automatically allocate a further bundle of fifty (50) SMSs for each active SMS OTP Service, and shall charge the Service Recipient accordingly.
- 8.4 Upon termination of the Contract, or if the Service Recipient makes no use of the SMS OTP Service for a period of twenty-five (25) months, any unused SMS credits shall automatically expire. If unused credits expire, the Service Recipient shall not be entitled to compensation.

Article 9. Authorisations (management), Management Module

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- 9.1 The Service Recipient shall be entitled to use the Management Module free of charge for a period of three (3) months, starting from closure of the Contract. For that period, the Authorisation Manager shall be able to use the Management Module to register, manage and review authorisations and other powers. Entitlement to use the Management Module as provided for in this article shall be specific to a single branch of the Service Recipient's organisation, as per the Service Recipient's entry in the Chamber of Commerce Trade Register.
- 9.2 If the Service Recipient wishes to continue using the Management Module beyond the three-month period referred to in clause 1 of this article, or to use the Management Module for multiple branches, the Service Recipient must take out an appropriate subscription.
- 9.3 At all times, the Service Recipient shall be responsible for amending, cancelling, suspending, activating or renewing existing authorisations and adding new authorisations (referred to collectively below as 'updates').
- 9.4 If the Service Recipient is unable or no longer able to use the Management Module, authorisation updates may be arranged by sending written requests to Connectis's Customer Service Team, whose contact details are published on www.connectis.nl.
- 9.5 The Service Recipient's appointed Authorisation Manager shall be entitled to make or request updates. Updates made using the Management Module shall be processed immediately. Updates arranged by submitting written requests shall be processed within the response period specified in the Electronic Access Service Trust Framework.
- 9.6 Authorisations registered on behalf of the Service Recipient shall be withdrawn by Connectis if a request to that effect is made by the Service Recipient's legal representative (or, in the event of insolvency, the Service Recipient's receiver), by the Authorisation Manager, or by the authorised person concerned, or if Connectis is ordered to do so by a competent court of law.
- 9.7 An authorisation shall expire automatically five (5) years after its registration, or if it has not been used for twenty-five (25) months.

Article 10. Authorisation Manager, issue of eHerkenning Tokens on the Service Recipient's behalf

- 10.1 By nominating an Authorisation Manager, the Service Recipient confirms authorising the Authorisation Manager to make updates on the Service Recipient's behalf. The Service Recipient accepts the binding nature of, and responsibility and accountability for, all legal and other consequences of the Authorisation Manager's legal transactions and other activities undertaken with the Service Recipient's authorisation. The scope of the latter provision explicitly includes actions of the Authorisation Manager that are not permitted by the Service Recipient's internal authorisation arrangements, rules and/or processes.
- 10.2 If an eHerkenning Token is issued by the Service Recipient's authorised representative or by the Authorisation Manager, the issue is entirely the responsibility of the Service Recipient. The Service Recipient is therefore responsible for proper execution of the applicable (issue) procedure(s) and the necessary data registration.

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Article 11. Amendments to eHerkenning Tokens and/or eHerkenning Services

- 11.1 Connectis is entitled to amend the technical and/or functional characteristics of the eHerkenning Token or of the eHerkenning Service where necessary (i.) to comply with the requirements and standards of the Electronic Access Service Trust Framework, and/or (ii.) to continue satisfying the requirements of the day and of technical progress. Whenever such amendments are needed, Connectis shall endeavour to realise them in a way that has no adverse implications for the Service Recipient's capabilities, or for the provisions used by the Service Recipient. If that is not possible, and if an amendment may reasonably be expected to have adverse financial implications for the Service Recipient, Connectis shall give the Service Recipient as much notice as reasonably possible (being at least one month's notice) of the intention to make the amendment.
- 11.2 If an amendment is accompanied by an adjustment to the charges payable by the Service Recipient, Connectis shall notify the Service Recipient in good time. If those charges are to be increased, the Service Recipient shall be entitled to cancel the Contract within one (1) month of the increase being announced; cancellation must be made in writing, giving at least (1) month's notice.

Article 12. Charges and costs payable; invoicing and payment

- 12.1 The Service Recipient shall be liable to pay Connectis the charges and/or costs specified in the Contract.
- 12.2 All prices and charges shall be expressed in € (euros), exclusive of VAT and other government-imposed duties.
- 12.3 Connectis is entitled to adjust its charges annually in line with the Consumer Price Index (CPI) for all households published by Statistics Netherlands, or any index that may supersede the CPI.
- 12.4 Connectis is entitled to require advance payment of isolated and periodically recurring charges. The subscription charges payable annually by the Service Recipient and other annually recurring charges shall be invoiced in advance.
- 12.5 Unless an alternative invoicing method is agreed, Connectis shall invoice the Service Recipient digitally for the amounts due. If the Service Recipient wishes to receive (a) printed invoice(s), Connectis shall apply a printing and postage charge of EUR 2.50 per invoice.
- 12.6 Unless the Service Recipient has provided Connectis with a direct debit mandate, thus enabling Connectis to collect sums due, settlement of an invoice shall be made in the manner and within the term stated on the invoice. If no payment term is stated on an invoice, settlement must be made within fourteen (14) days of the invoice date. If the Service Recipient has not provided a signed SEPA mandate with the Contract, or if the SEPA mandate provided is incomplete, the payment method shall be automatically changed to bank transfer.
- 12.7 If the Service Recipient makes settlement by bank transfer, Connectis shall make a processing charge of EUR 2.50 per invoice.

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- 12.8 The tariffs are defined on the assumption that each application requires one (1) Chamber of Commerce Trade Register check and one (1) Statutory Identification Document (WID) check. If additional checks are required to verify an application, the additional administration costs shall be passed on to the Service Recipient. The tariffs are published on www.connectis.nl.
- 12.9 If the Service Recipient has provided a direct debit mandate, the Service Recipient shall ensure that the bank account in question has sufficient funds to enable a direct debit to be made on each occasion.
- 12.10 If the Service Recipient fails to make settlement within the term referred to in clause 6, or if the direct debit transaction fails, the Service Recipient shall be deemed in default, without further notice being required. Under such circumstances, the Service Recipient shall be given a further fourteen (14) days to settle the invoice.
- 12.11 From the date of the Service Recipient's default, Connectis shall be entitled to charge the Service Recipient both interest on the outstanding sum at the statutory rate and all costs reasonably incurred in the context of extrajudicial recovery. The costs that Connectis is entitled to charge shall include extrajudicial debt collection costs (including those associated with Connectis's own activities, such as sending reminders and other administrative activities) insofar as reasonably incurred and proportionate to the outstanding debt.
- 12.12 If the Service Recipient disputes the amount invoiced, the matter must be drawn to Connectis's attention before the date that payment is due. The Service Recipient shall not be entitled to withhold payment of the undisputed part of an invoiced sum.

Article 13. Contract termination

- 13.1 If either party's enterprise obtains (provisional) suspension of payments, is declared insolvent, ceases operations or enters liquidation, the other party shall be entitled to fully or partially terminate the Contract without incurring any liability toward the first party.
- 13.2 If either party fails to adequately fulfil any of its obligations under the Contract, and fails to correct that failure within a period given by the other party in a written notice (being two weeks or a longer or shorter period, as reasonably required by the circumstances), the first party shall be deemed in default and the other party shall be entitled to fully or partially terminate the Contract, without prejudice to the terminating party's other rights and without incurring any liability toward the first party, providing that termination is justified by the nature of the failure.

Article 14. Liability

- 14.1 Connectis shall not be liable for damages of whatever cause, except insofar as attributable to the malicious intent or wilful recklessness of Connectis, its managers or its staff, for which liability cannot lawfully be excluded. Liability is thus excluded for both direct and consequential damages, including but not limited to trading losses and liabilities incurred

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toward third parties. Where Connectis's malicious act or wilful recklessness is asserted, the burden of proof shall lie with the Service Recipient.

- 14.2 The Service Recipient indemnifies Connectis against all third-party claims associated with the eHerkenning Service(s) and/or eHerkenning Token(s) supplied to the Service Recipient by Connectis and against all third-party claims arising out of Connectis's failure to fulfil or adequately fulfil any of its obligations under the Contract.
- 14.3 Connectis's personnel and third parties engaged by Connectis for the purpose of Contract fulfilment shall be protected against claims made by the Service Recipient as if they were themselves parties to the Contract.
- 14.4 Any claim against Connectis, which has not been acknowledged by Connectis, shall lapse twelve (12) months after its origination date.

Article 15. Confidentiality

- 15.1 The Service Recipient and Connectis shall each be obliged to maintain the confidentiality of all information pertaining to the other party obtained in the context of fulfilment of the Contract, and not to share any such information with any third party without the prior written consent of the other party, and not to use any such information for any purpose other than fulfilment of the Contract, unless and insofar as necessary for fulfilment of a statutory obligation or compliance with a court order.

Article 16. Intellectual property

- 16.1 All intellectual property rights to the Connectis System and to all software, equipment, documentation, information and modifications thereto (referred to collectively below as 'Connectis goods') made available to the Service Recipient under the Contract shall lie exclusively with Connectis or its licensors.
- 16.2 For the duration of the Contract, Connectis grants the Service Recipient the non-exclusive, non-transferrable right to use the Connectis goods for the purposes and in the manner expressly permitted by the Contract.
- 16.3 Connectis guarantees that the Connectis goods and their use by the Service Recipient do not infringe any third party's intellectual property rights. Connectis indemnifies the Service Recipient against all third-party claims relating to (alleged) infringement of intellectual property rights and comparable claims relating to knowledge, unlawful competitive practices and the like. Indemnification is subject to the condition that the Service Recipient immediately informs Connectis of the existence and nature of any claim as referred to above and transfers all responsibility for responding to the claim, potentially including reaching a settlement, to Connectis.
- 16.4 In the context of these Terms and Conditions, the phrase 'intellectual property rights' shall be understood to mean all rights to intellectual property and all similar rights, such as copyrights,

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trademark rights, patent rights, design rights, trade name rights, databank rights, knowhow rights and the like.

Article 17. Protection and processing of personal data

- 17.1 In the course of fulfilling the Contract, Connectis shall process personal data in accordance with the applicable laws and regulations.
- 17.2 Connectis's processing of data pertaining to the Service Recipient and protection of privacy shall be as described in Connectis's Privacy Statement, as published on Connectis's website (www.connectis.nl). The Privacy Statement is subject to periodic revision where necessitated by changing circumstances. Connectis has notified the Data Protection Authority about its data processing activities. Connectis's notification to the Data Protection Authority may be consulted at www.autoriteitpersoonsgegevens.nl.
- 17.3 Connectis shall ensure appropriate organisational and technical measures are in place to protect personal data. Personal data shall not be retained for longer than necessary for fulfilment of the Contract or required by law.

Article 18. Applicable law and disputes

- 18.1 The Terms and Conditions and the Contract shall be governed by Dutch law. The 1980 Vienna Sales Convention shall not apply.
- 18.2 Any dispute that may arise concerning the Contract or the Terms and Conditions shall be referred to the High Court in Amsterdam, except in cases where the law requires referral to another authority.

Article 19. Concluding provisions

- 19.1 The Service Recipient shall not be entitled to transfer any rights and/or obligations under the Contract to a third party without Connectis's prior written consent.
- 19.2 If any provision of the Terms and Conditions should prove invalid, the remaining provisions shall remain fully effective. Under such circumstances, the invalid provision shall be replaced with a new, valid provision whose substance, scope and purpose reflect the intention of the invalid provision as closely as possible.
- 19.3 If Connectis closes a Contract with two or more natural persons or legal entities, those persons or entities shall be jointly and severally liable for the proper fulfilment of the Service Recipient's obligations under the Contract.
- 19.4 Connectis reserves the right to amend and/or supplement these Terms and Conditions. If the Terms and Conditions are amended or supplemented in a way that significantly influences the rights or obligations of the Service Recipient, Connectis shall draw the change to the Service Recipient's attention by e-mail. If the Service Recipient does not accept the amended or supplemented Terms and Conditions, the Service Recipient may terminate the Contract by

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writing to Connectis, giving at least fourteen (14) days' notice. Otherwise, the amended or supplemented Terms and Conditions shall take binding effect fourteen (14) days after notice is issued to the Service Recipient.

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