

Rules and Regulations for EXIN's Examinations

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Title 1 General Provisions

Art. 1 Purpose and Scope

- 1.1 These rules and regulations contain the provisions for all Central Examinations and all Decentral Examinations as defined under article 2.
- 1.2 These rules and regulations were previously referred to as 'Rules and Regulations for EXIN's Central Examinations'. Where in other documents reference is still made to the 'Rules and Regulations for EXIN's Central Examinations', these 'Rules and Regulations for EXIN's Examinations' are meant and apply.
- 1.3 Examinations conducted by EXIN but licensed through third parties may be subject to different rules than those included in these Rules and Regulations. Where applicable, this will be mentioned in the Preparation Guide, on the EXIN website or announced in any other way.

Art. 2 Definitions

In these rules and regulations, the terms below have the following meanings:

- 2.1 "Appeal": the request of a Candidate to revise a decision by EXIN on the awarding, denial or withdrawal of Certificates or Diplomas or a decision by EXIN on an Objection.
- 2.2 "Objection": the request of a Candidate to revise a decision by EXIN in so far as these Rules and Regulations explicitly provide for objections to be lodged against that decision.
- 2.3 "Central Examinations": Examinations conducted by EXIN or its subsidiaries in the Netherlands or elsewhere, including Examinations conducted at EXIN examination locations at Eureka Examens and Examinations conducted online via EXIN Anywhere.
- 2.4 "Certificate": the document issued by EXIN that proves that the Candidate meets all Examination requirements set for a certain Examination by EXIN.
- 2.5 "Coaching Report": the document issued by EXIN in which the Candidate is informed on personal areas requiring special attention for study purposes.
- 2.6 "Decentral Examinations": all Examinations conducted on behalf of EXIN in the Netherlands or elsewhere by an EXIN Partner.
- 2.7 "Diploma": the document issued by EXIN that proves that the Candidate has been awarded several specific Certificates as included in the Examination Requirements set by EXIN for a certain Examination.
- 2.8 "Board of Directors": the Board of Directors of EXIN Holding B.V.

- 2.9 "Examination": the mechanism used to establish whether the Candidate meets all the Examination Requirements set by EXIN;
- 2.10 "Examination Requirements": the requirements laid down by EXIN in the Preparation Guide for passing an Examination.
- 2.11 "Examination Supervisor": the invigilator authorized by EXIN to supervise a Central Examination or Decentral Examination.
- 2.12 "Examination Materials": all materials made available by EXIN or an EXIN partner to the Candidate during the Examination or during a review session, including examination questions and examination answers.
- 2.13 "Examination Module": a module on a specific topic and with a specific degree of difficulty which is designated for the certification of individuals by means of an Examination.
- 2.14 "EXIN": EXIN Holding B.V.
- 2.15 "EXIN Partner": a party accredited or otherwise authorized by EXIN within the framework of EXIN's certification, including accredited examination centers and computer-based testing agents.
- 2.16 "Fraud" or "Committing Fraud": the acts which partly or wholly obstruct proper judgment of the tested knowledge, understanding and skills. These acts also include any use of aids that are not explicitly permitted, and plagiarism.
- 2.17 "Candidate": the natural person who wishes to take or has taken an EXIN Examination.
- 2.18 "Complaint": all remarks of a Candidate on the services of EXIN, except Objections and Appeals.
- 2.19 "Live Monitored Online Examination": an Examination conducted remotely through the online examination channel EXIN Anywhere Online, during which the Candidate is monitored permanently by the Examination Supervisor;
- 2.20 "Preparation Guide": the document, for some Examination Modules referred to as syllabus, published or made available by EXIN in which the Examination Module plus the Examination Requirements, Entry Requirements, literature and the duration of the Examination are described.
- 2.21 "Procedural Complaint": A Complaint of a procedural nature which concerns the conduct of an Examination and/or the relevant preliminary/subsequent stage.
- 2.22 "Board of Appeal": the committee installed by EXIN which is responsible for handling and deciding over Appeals.
- 2.23 "Rules and Regulations": these rules and regulations for EXIN's Examinations.
- 2.24 "Result Paper": the document issued by EXIN which proves that the Candidate has taken an EXIN Examination and which shows the result obtained.

- 2.25 “Entry Requirements”: the requirements set by EXIN for the relevant Examination Module, also referred to as admission requirements, that a Candidate must have met before being allowed to register for an Examination. Examples are that an accredited training must have been completed or a certain Certificate must have been obtained.
- 2.26 “Video Proctored Online Examination”: an Examination conducted remotely through the online examination channel EXIN Anywhere Online, during which the Candidate is not monitored permanently, but for which control and monitoring takes place afterwards, on the basis of video and audio recordings made during the Examination.

Art. 3 Validity

These Rules and Regulations come into effect on 1 February 2020.

Art. 4 Deviations from the Rules and Regulations

- 4.1 The organization of the Examinations to be conducted rests with the Board of Directors, with due observance of the provisions set out in these Rules and Regulations.
- 4.2 If circumstances occur before or during an Examination that are related to the organization and that must be resolved immediately, decisions will be taken by the Examination Supervisor authorized by the Board of Directors.

Art. 5 Changes to the Rules and Regulations

- 5.1 These Rules and Regulations can be changed, added to or withdrawn by the Board of Directors.
- 5.2 Changes, additions or withdrawals will come into effect immediately with publication of a revised version of these Rules and Regulations at www.exin.com.

Art. 6 Cases not Provided for

The Board of Directors decides in cases not provided for by these Rules and Regulations.

Art. 7 Relation with EXIN's General Terms and Conditions

- 7.1 For Candidates that partake in Central Examinations, the General Terms and Conditions also apply. The general terms and conditions include, amongst other aspects, stipulations on registration, payment, cancellation and rescheduling of Examinations. In case of discrepancies between the general terms and conditions

and these Rules and Regulations, the general terms and conditions will prevail, unless the General Terms and Conditions explicitly refer to these Rules and Regulations.

- 7.2 In case of participation in Central and Decentral Examinations, additional terms can be applicable with respect to the examination location, such as house rules. In case of conflict between such terms and the Rules and Regulations, the Rules and Regulations will prevail.

Art. 8 Personal Data

Personal data of Candidates will be processed and used in accordance with the privacy statement of EXIN, which is published at www.exin.com.

Title 2 Examination Modules

Art. 9 Examination Modules and Examination Requirements

- 9.1 EXIN determines the Examination Modules. The available examination portfolio is subject to change. EXIN publishes all Examination Modules available and changes thereto at www.exin.com. This does not apply to Examination Modules that are available only to or through specific EXIN Partners; these will be announced only to or through that EXIN Partner.
- 9.2 EXIN defines Examination Requirements for each Examination Module.
- 9.3 The Examination Requirements are described in the Preparation Guide for the relevant Examination Module. The Preparation Guide can be consulted at www.exin.com.
- 9.4 A material change to the Examination Requirements or a decision to revoke any of the Examination Modules will come into effect after a term of at least two months has lapsed since the publication of that change. The Board of Directors has the right to deviate from this term.
- 9.5 Subjects that are included in the Examination Requirements but not in the literature mentioned are part of the subject matter a Candidate must master for the Examination.

Title 3 General Examination Provisions

Art. 10 Method for the Conduct of Examinations

- 10.1 Examinations are conducted in writing, orally, or can be computer controlled or computer assisted. Examinations with an automatic grading key (including multiple

choice) may be conducted in writing or on the computer. Examinations with essays or open questions may be conducted both in writing and on the computer.

- 10.2 In preparation of the Examination a copy of the Examination case is made available prior to the Examination date in certain cases.
- 10.3 EXIN seeks to enable candidates who are for any reason whatsoever unable to take an Examination in the manner prescribed, to partake in the Examination another way. Examples are Candidates who are visually impaired or who have dyslexia. Special measures can be taken for them upon request.
- 10.4 In individual cases, the Board of Directors has the right to decide that the Examination be conducted in a manner deviating from the manner provided for in these Rules and Regulations. Candidates will be informed of this as soon as possible after such a decision has been made.

Art. 11 Examination Dates

- 11.1 Computer assisted, computer controlled, and written Central Examinations will be conducted on the dates set by EXIN. Oral Central Examinations will be conducted on a date set by EXIN after consulting the Candidate.
- 11.2 EXIN reserves the right to change examination dates already set.

Art. 12 Examination Information

General information concerning Examination Modules, such as on the current portfolio and information on any expiry dates of Certificates or Diplomas obtained can be found at www.exin.com. More detailed information, for example on Examination dates or expiry dates of Central Examinations, is available through EXIN's online reservation system.

Art. 13 Exemptions

There are several exemption possibilities for Candidates who wish to take an EXIN Examination. Next to that, Candidates who have completed other certification programs can make use of various switch options. Further information on this can be found at www.exin.com.

Title 4 Registration for Examinations

Art. 14 Entry Requirements

Some of the Examination Modules have Entry Requirements which the Candidate must have met upon registration. The Entry Requirements are defined in detail in the Preparation Guide on the relevant Examination Module.

Art. 15 Registration for Examinations

- 15.1 Registration for Central Examinations takes place in accordance with the applicable general terms and conditions of EXIN.
- 15.2 Registration for Decentral Examinations takes place through the EXIN Partner and EXIN receives the information on the Candidate from the EXIN Partner.

Title 5 Examination Rules; Fraud; Confidentiality; Intellectual Property

Art. 16 General Examination Rules

- 16.1 Each Candidate must observe the Examination rules as laid down in this article.
- 16.2 During the Examination, the conduct of the Candidate and the circumstances must enable EXIN to establish the identity and/or to test the knowledge, understanding and/or skills of the Candidate in an adequate manner.
- 16.3 The Candidate must prove his/her identity prior to the Examination by means of a valid ID, recognized by law and carrying a recent photo;
- 16.4 The Candidate must be present in the examination room in time and at the time mentioned in the notice;
- 16.5 The Candidate must follow the instructions of the Examination Supervisor;
- 16.6 The Candidate must act in accordance with these Rules and Regulations (and, in so far as applicable, in accordance with additional stipulations in the general terms and conditions of EXIN) e.g. with respect to Entry Requirements;
- 16.7 The financial obligations with regards to the Examination must have been met;
- 16.8 During the Examination only the Examination Material supplied by EXIN during the Examination can be used, unless explicitly mentioned otherwise in the Preparation Guide or unless EXIN has explicitly consented to such usage. If the use of specific books is explicitly allowed pursuant to the Preparation Guide, only clean physical books without notes or other comments can be used.

Art. 17 Special Examination Rules for Online Examination via EXIN Anywhere

- 17.1 Without prejudice to the General Examination Rules as described in article 16 of these Rules and Regulations, a Candidate taking the Examination via EXIN Anywhere must also abide by the following rules laid down in this article.
- 17.2 Candidates taking a Video Proctored Online Examination must prove their identity prior to the examination by (1) taking a photograph of himself or herself with the webcam (the face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including a closely resembling photograph.

- 17.3 The Candidate is obliged to show the test environment by making a 360° film of the test environment with the webcam; this film must be suitable to enable EXIN to check whether the environment is in line with the requirements as laid down in this article.
- 17.4 If the use of books during the Examination is explicitly allowed pursuant to the Examination Requirements, the Candidate must show the book by means of a video recording: this video recording must enable EXIN to assess whether the requirements under article 16.8, second sentence, have been met. The Candidate must at least show the front and back covers of the book and must browse the book slowly.
- 17.5 The test environment in which the Candidate takes the Examination must meet the following requirements:
- a) The Candidate's test environment must be quiet and tranquil.
 - b) There may not be any other people in the room.
 - c) On the desk or other workplace, there may not be anything except a computer and, in case the computer does not have an internal webcam, an external web camera. All other materials have to be removed, unless explicitly permitted (Photo ID, email with link and activation code, books allowed during open-book Examination).
 - d) There may not be sounds from music, television or any other sounds.
 - e) There may not be other computers or similar devices running in the examination room.
 - f) Lighting must be "daylight" quality and overhead is preferred if at all possible. If overhead is not possible, the source of light should not be behind the Candidate.
- 17.6 During the Examination the Candidate's conduct must meet the following requirements:
- a) The Candidate cannot communicate with anyone, or talk out loud (not to him-/herself either). Communication is allowed only in case of emergency, or for contacting the helpdesk in case of technical disturbances. Only during Live Monitored Online Examinations, the candidate is allowed to communicate with the Examination Supervisor.
 - b) The Candidate may not leave the room after starting the Examination.
 - c) The Candidate must face the computer screen during the Examination.
 - d) The Candidate is not allowed to take screen shots during the Examination.
 - e) During the Examination, the Candidate is not allowed to use any other applications than EXIN's registration tool, the examination and monitoring

software made available by EXIN and an e-mail application (however: solely in order to copy/paste the examination code - any other use is prohibited).

- f) The Candidate is not allowed to surf on the internet and/or to consult digital data or web pages or to have these opened, unless this is explicitly permitted.
- g) Questions must be answered by clicking with the mouse or a similar device on the alternative. No keyboard is required and therefore the keyboard cannot be used by the Candidate and typing is not allowed, with the exception of contacting the technical helpdesk or, in case of a Live Monitored Online Examination, contacting the Examination Supervisor.
- h) Wearing ear plugs or headphones is not allowed.
- i) The Candidate must be dressed and behave decently at all times.

17.7 Computer/Webcam setup during the exam: Concerning the requirements for the setup of the computer and webcam that are used during the Examination:

- a) It is not allowed to have desktop sharing software installed and activated on the computer.
- b) The webcam and microphone required for the exam must be enabled and running.
- c) The Webcam must be focused on the candidate taking the Examination at all times.
- d) The Candidate's face must be positioned in the center of the webcam view and must be visible throughout the duration of the Examination.
- e) Nothing may cover the lens of the webcam at any time during the Examination.

Art. 18 Fraud

Committing Fraud, offering others the opportunity to commit Fraud or stimulating Fraud is prohibited.

Art. 19 (Intellectual) Property of Examination Materials; Confidentiality

- 19.1 The Candidate is required to treat the Examination Materials as strictly confidential. Without the prior written consent of EXIN, the Candidate is not allowed to take with him or her (parts of) the Examination Materials, or to copy, photograph or in any way reproduce these, inform third parties of the contents of Examination Materials, or provide these to third parties in any way.
- 19.2 All rights, including the copy rights and other intellectual property rights that can be exercised with regard to the Examination materials, vest and remain to vest

exclusively with EXIN and its licensors. The Candidate may only use the Examination Materials in so far as this is necessary for taking the Examination.

Title 6 Sanctions; Additional Measures

Art. 20 Sanctions for Deviations or Irregularities

- 20.1 Any deviation or irregularity in relation to the regulations as included in paragraphs 17, 18 and 19 can lead to sanctions as described in this article.
- 20.2 If the deviation or irregularity is discovered prior to or during the Examination session the Candidate can be excluded from participating or continuing the Examination. EXIN may also decide to nullify, not assess and/or not establish a result for the (partially) completed Examination.
- 20.3 In case the deviation or irregularity is determined after the Examination session has taken place, EXIN may decide to nullify, not assess and/or not establish a result for the Examination. If the Candidate involved has already received an Examination result, the Coaching Report and any Certificate and/or Diploma awarded on the basis thereof can still be invalidated and reclaimed. During the investigation into such deviations or irregularities, EXIN can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.
- 20.4 Decisions taken under this article will be confirmed and announced to the Candidate in writing, stating the grounds.
- 20.5 The Candidate has the right to file an Objection against a decision referred to in paragraph 4.

Art. 21 Additional Measures

- 21.1 In case of aggravating circumstances of: Fraud, stimulating third parties to commit Fraud, acts contrary to article 19 or other cases of serious violation of the Examination Rules as defined under article 16 and/or article 17 of these Rules and Regulations, EXIN may decide to exclude the person involved from participating in future EXIN Examinations and Diplomas as a Candidate for a maximum period of 5 years. In exceptionally serious cases, the individual involved may also be excluded for a longer period of time or for an indefinite period of time from EXIN Examinations. In very serious cases other Certificates, Diplomas, Coaching Reports and Result Papers that were awarded prior to the decision may also be invalidated or reclaimed in retrospect. During the investigation into such deviations or

irregularities, EXIN can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.

- 21.2 Articles 20.4 and 20.5 of these Rules and Regulations apply equally.
- 21.3 Next to the measures included in these Rules and Regulations, EXIN has the right to take all necessary legal measures, such as, if appropriate, reporting a case to the police and/or recovering the damage from the person involved.

Title 7 Assessment of Examinations and Issuing of Results

Art. 22 Assessment of Examinations by an Automatic Grading Key

- 22.1 If and in so far the Examination is conducted by a method that makes use of an automatic grading key (such as a multiple choice exam), assessment takes place with the aid of the computer software.
- 22.2 EXIN establishes the number of points to be awarded on the basis of the assessment as defined in this article.

Art. 23 Assessment Methods for Oral Examinations

- 23.1 Oral Examinations are conducted by one or more examiners. An audio recording is made of the examination.
- 23.2 Each examiner advises EXIN on the points to be awarded. If more than one examiner is involved, each examiner will form a judgment of the Candidate independently of the other/others. The examiners subsequently give advice on the number of points to be awarded by mutual agreement.
- 23.3 If more than one examiner is involved, which examiners can after consultation not reach a joint advice on the number of points to be awarded, the audio recording will be assessed by an additional examiner. This additional examiner will give a final advice on the number of points to be awarded on the basis of the audio recording and the earlier judgment by the other examiners.
- 23.4 On the basis of the advice referred to in this article, EXIN establishes the number of points to be awarded.
- 23.5 The Preparation Guide may deviate from the provisions of this article.

Art. 24 Assessment Methods for Examinations with Essay Questions/Open Questions

- 24.1 In case of Examinations with essay questions/open questions, each Examination paper is assessed by one examiner.

- 24.2 If the final score is 10% below the pass mark, the examination paper will be assessed by a second examiner. If the overall scores lies above the pass mark for one examiner and below the pass mark for the other, the examiners must come to a unanimous advice by mutual consultation.
- 24.3 If consultation between the two examiners does not result in a unanimous advice, a third examiner will give advice on the number of points to be awarded.
- 24.4 On the basis of the advice referred to in this article, EXIN establishes the number of points to be awarded
- 24.5 The Preparation Guide may deviate from the provisions of this article.

Art. 25 Coaching Report

- 25.1 EXIN issues Coaching Reports for some of the Examinations. The Coaching Report can be generated immediately after the Examination in case of a computer controlled Examination.
- 25.2 No rights can be derived from the Coaching Report.

Art. 26 Issuing of Results; Term, internal review

- 26.1 With due observance of the provisions in these Rules and Regulation, EXIN will inform all Candidates who have participated in an EXIN Examination of the result of their Examination by means of a Result Paper.
- 26.2 Only a Certificate proves that a Candidate meets the Examination Requirements.
- 26.3 The Result Paper includes, amongst other elements, the title of the Examination Module, the examination date and the grade or percentage awarded.
- 26.4 The Result Paper will be issued to the Candidate within four weeks, and in case of open question/essay question Examinations within eight weeks after the examination date. In case of Decentral Examinations, these terms will start once EXIN has received the Examination documents from the EXIN Partner. If EXIN has required an inquiry to be carried out, for example in case of suspicion of Fraud or other violations of the examination rules, the time limit for issuance of the Result Paper may be longer.
- 26.5 No information is provided by phone on Examination results.
- 26.6 If in the context of a pilot there is question of an Examination with a preliminary status, the Candidate will receive a preliminary result. The Candidate will receive the Result Paper once the score has been established definitively.
- 26.7 EXIN may review decisions already taken and published on the substantive assessment of an Examination if and when EXIN deems such necessary, for example if errors have been found in an Examination. When considering if such

review is necessary, EXIN will take into consideration the circumstances of the case and the legitimate interests of the Candidate involved. Reviews pursuant to this article can never result in a lower result for a Candidate or in the withdrawal of a Certificate or Diploma already issued.

Art. 27 Additional Test

- 27.1 If EXIN has, due to circumstances such as technical disturbances or suspicion of Fraud, reasonable grounds to doubt the knowledge, understanding or skills of the Candidate EXIN may in deviation of article 26 decide not to issue a result and may offer the Candidate the opportunity to prove his or her knowledge, understanding and skills by means of an additional test. EXIN can also decide to offer an additional test after issuance of the Result Paper and/or the Certificate or the Diploma. During the investigation into the circumstances, EXIN can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.
- 27.2 Decision made under this article will be announced and confirmed to the Candidate in writing, stating the grounds.
- 27.3 The Candidate has the right to file an Objection against the decision referred to in article 27.2.

Art. 28 Awarding of Certificates and Diplomas

- 28.1 EXIN awards a Certificate or Diploma to a Candidate if EXIN establishes, with due observance of the provisions in these Rules and Regulations, that the Candidate has met the Examination Requirements.
- 28.2 Once awarded, Certificates or Diplomas will be sent to the Candidate, or – if applicable – to the EXIN Partner, within four weeks after the last results required have been processed. This paragraph does not apply to Certificates or Diplomas that are issued upon request only.
- 28.3 The time limit included in paragraph 2 of this article may be exceeded in case of Examination Modules which EXIN offers under a third party license.
- 28.4 Sometimes EXIN organizes a presentation, in which case paragraph 2 of this article does not apply. Eligible Candidates will be notified in writing.
- 28.5 If an expiry date applies to obtaining a Certificate or Diploma pursuant to module combinations, this will be stated in the Preparation Guide.
- 28.6 If an expiry date applies to a Certificate or Diploma, this will be stated on the Certificate of Diploma.

- 28.7 Certificates or Diplomas remain the property of EXIN and must in case of suspension or withdrawal of certification be returned to EXIN. It is not allowed to make changes to Certificates or Diplomas.
- 28.8 The Candidate is not allowed to use Certificates or Diplomas awarded in a misleading or improper way and/or in a manner that discredits EXIN.
- 28.9 After withdrawal of a Certificate or Diploma, or for the duration of a suspension, the Candidate does not have the right to refer to the certified status at issue.

Title 8 Review, Objection and Appeal

Art. 29 Review Sessions

- 29.1 Review of the examination documents can be requested until two months after the Result Paper of an Examination has been issued.
- 29.2 No information on the assessment of Examinations will be given by phone.
- 29.3 EXIN determines how, where and on which date and time the review session of the examination documents will take place.
- 29.4 The duration of the review session will in principle be equal to the duration of the relevant Examination.
- 29.5 It is allowed to consult literature and/or notes brought to the review session.
- 29.6 All documents made available by EXIN during the review session and notes taken during the review session will be collected by EXIN after the review session.
- 29.7 The costs for the review session are established by EXIN and must have been paid to EXIN on the date of the review session.

Art. 30 Objections

- 30.1 Candidates can only file Objections against decisions of EXIN in the cases explicitly referred to in these Rules and Regulations.
- 30.2 Objections must be filed in writing within two months from the date of the decision by EXIN to which they relate.
- 30.3 An Objection can only be filed by using the form intended for this purpose. Objections must be substantiated in this form to be eligible for reassessment of the decision.
- 30.4 Objections will be handled by EXIN. EXIN will not charge any costs for the handling of Objections.
- 30.5 The receipt of the Objection will be confirmed in writing. After the Objection has been handled, the manner in which it is settled will be announced in writing.

- 30.6 The lodging of an Objection does not suspend the decision against which the Objection is made.
- 30.7 Appeals can be filed against each decision by EXIN on an Objection if that Objection is denied.

Art. 31 Appeals

- 31.1 EXIN has appointed a Board of Appeal. A person to be appointed by the Board of Directors, acts as the administrative secretary of the Board of Appeal. Regarding Examination Modules which EXIN offers under a third party license, the rules governing the handling of Appeals may deviate from the provisions in this article.
- 31.2 To the exclusion of the ordinary Court, the Board of Appeal has jurisdiction over Appeals as defined under this article.
- 31.3 Anyone who has taken an Examination conducted by or under the responsibility of EXIN has the right to file an Appeal against the assessment of the Examination for reasons concerning the contents of the Examination within two months after the date on which the Result Paper is issued. Appeals against rejected Objections can be filed within two months after the date as mentioned in the relevant decision by EXIN on the Objection.
- 31.4 The Appeal will be handled after the payment of the relevant appeal costs as determined by EXIN has been received. Regarding Appeals which, in accordance with article 31.7, are submitted in a different language than English, EXIN can lay down a contribution to the translation costs.
- 31.5 Appeals can only be filed by using the handling form intended for that purpose. Appeals must be substantiated in the handling form in order to qualify for reassessment of the relevant parts of the Examination.
- 31.6 Prior review of the examination documents (see article 29) is mandatory only in case of Appeals for reasons concerning the contents of the Examination. The Candidate may choose to fill out the handling form during the review session or at a later time. If the Candidate chooses to fill in the Appeals handling form later, he/she will not have examination documents available. Receipt of the appeal and of the appeal costs will be confirmed in writing.
- 31.7 Appeals may in principle only be drawn up in the English language. If the Candidate has conducted the Examination in a different language, the Candidate may choose to draw up the Appeal in that language. The Board of Appeal will in those cases have a certified translation drawn up in the English language; reassessment by the Board of Appeal will in such a case be based on this certified translation only. The risks of incorrectness of the translation lie exclusively with the

Candidate. EXIN cannot be held liable for errors in the translation. With respect to Examinations which have been taken in Dutch language EXIN may decide not to have translations of Appeals drawn up; notwithstanding paragraph 16 of this article, decisions of the Board of Appeal can in such cases be drawn up in Dutch language, too.

- 31.8 An Appeal is admissible if it meets the requirements mentioned under paragraphs 3, 4, 5, 6 and 7 of this article.
- 31.9 By order of the Board of Appeal an independent assessment advice will be given by in principle one independent expert in case of Appeals for reasons concerning the contents of the Examination, and in case of oral Examinations by in principle two independent experts. In case of reassessment by two experts, these experts will reassess those parts of the Examination against which a substantiated Appeal has been filed, independently of each other. To reach a joint advice, the scores awarded for each question and the overall scores will be averaged. If the difference between the total scores is equal to or greater than 10% of the maximum score, or if the total score awarded by one expert is above the pass mark and the score awarded by the other is below the pass mark, the Board of Appeal can decide that the two experts must come to a unanimous decision by mutual consent. The Board of Appeal will, based on the initial assessment and the comments and advice obtained from the experts, make a decision which is binding for EXIN.
- 31.10 The filing of an Appeal does not suspend the decision against which it is made.
- 31.11 No information on the assessment of examination papers will be given by phone.
- 31.12 The handling of the Appeal by the Board of Appeal will take some time, dependent on the date on which the Appeal was filed and the date on which the Board of Appeal has scheduled a meeting. During the period in which the appeal is handled, it is up to the Candidate whether to wait for the decision of the Board of Appeal or to re-register for an Examination in the meanwhile. The decision of the Board of Appeal does not affect a new Examination agreement entered into in any way.
- 31.13 If the Board of Appeal finds for the Candidate, the appeal costs and the sums received for review will be refunded.
- 31.14 The Appeal is dismissed in case the Candidate's Appeal is partly upheld while the final score after correction remains below the pass mark. If partial award results in a higher score than the initial score, then the higher score will be awarded. If reassessment results in a lower score, the initial final score will be maintained.
- 31.15 After an Appeal has been handled, the Candidate will be informed in writing of the decision taken, including substantiation. If the Appeal is upheld, the written notification will also make mention of the further handling.

- 31.16 Decisions by the Board of Appeal are drawn up in the English language only. If an Appeal is drawn up in a different language pursuant to paragraph 7 of this article, the Board of Appeal will however submit a certified translation of its decision to the Candidate. Only the original decision is legally valid; no rights can be derived from the translation. The risks of incorrectness of the translation lie exclusively with the Candidate. EXIN cannot be held liable for errors in the translation.

Art. 32 Concurrency of Objection and Appeal for Reasons Related to the Contents of the Examination

- 32.1 The filing of an Objection does not suspend the time limit for filing an Appeal for reasons related to the contents of the Examination.
- 32.2 If a Candidate has filed an Appeal for reasons related to the contents of the Examination and has also filed an Objection related to that same Examination, administered by EXIN, the Board of Appeal may order that the appeal procedure on the contents of the Examination be deferred for the duration of the objection procedure and – if applicable – the duration of the subsequent time limit under which appeals must be brought.
- 32.3 If a Candidate who already filed an Appeal for reasons related to the contents of an Examination, also files an Appeal against EXIN's decision on the Objection related to that same Examination administered by EXIN, these Appeals will be joined and will be treated by the Board of Appeal jointly, unless the Board of Appeal decides otherwise. In such cases of concurrence, the costs incurred will be equal to those of one Appeal only.

Title 9 Complaints

Art. 33 Complaint Handling; Relation to Objections and Appeals

- 33.1 Complaints can be submitted to EXIN orally or in writing. Receipt of the Complaint will be confirmed in writing. After the complaint has been handled, the processing will be communicated in writing.
- 33.2 A Procedural Complaint will be considered to be an Objection, so that it is possible to file an Appeal against EXIN's rejection of that Procedural Complaint, in conformity with article 31, if the following conditions are met:
- (i) a decision upholding the Procedural Complaints would influence the result of the Examination; and
 - (ii) the initial Procedural Complaint was submitted to EXIN within two months, to be calculated from the time of the incident the Complaint relates to.

- 33.3 If a third party files a Complaint that is related to an Examination taken by the Candidate, the Candidate will be notified of such and will be enabled to express an opinion about that Complaint. EXIN can decide not to involve the Candidate if the Complaint is clearly unfounded or if this does not seem worthwhile or necessary for any other reason.

Title 10 Force Majeure, Liability

Art. 34 Force Majeure

- 34.1 If EXIN is unable to meet its obligations towards the Candidate due to force majeure, the performance of these obligations is suspended for the duration of that force majeure. In case of force majeure, EXIN is not obliged to pay compensation.
- 34.2 Force majeure also includes power interruptions, disruptions of internet service, failures in the EXIN Systems, trade embargos, delays caused by the postal system, strikes and business shutdowns.

Art. 35 Liability

- 35.1 EXIN and subcontractors contracted by EXIN are not liable for any direct or indirect damage or costs of the Candidate or third parties (also including loss of turnover and loss of profit) resulting from the participation in an Examination or from any other cause.
- 35.2 If and in so far as EXIN nevertheless could be held liable to the Candidate, for whatever reason, then this liability will be limited per incident to no more than the examination fees paid by the Candidate to EXIN in respect of which that liability originated. In case of Decentral Examinations, the liability per incident is limited to no more than the fees charged by EXIN to EXINs normal Candidate price which would at the time of the emerging of the liability have been charged to the Candidate in case of an Examination at EXIN's examination locations. A series of connected incidents will in this context be deemed as one incident.
- 35.3 This article is not applicable in case of intent or deliberate recklessness on the part of EXIN or its management.

Title 11 Applicable Law; Competent Court; Language

Art. 36 Applicable Law ; Competent Court; Language

- 36.1 These Rules and Regulations and all disputes that fall within their scope are exclusively governed by Dutch law.

- 36.2 Without prejudice to what has been provided in 31.2 on EXIN's Board of Appeal, all disputes between EXIN and candidates relating to these Rules and Regulations will be exclusively submitted to the District Court of Midden-Nederland.
- 36.3 These Rules and Regulations have been drawn up in the Dutch language, but have been translated into English and other languages for the benefit of the Candidate. In the case of conflict in contents or purpose, the Dutch version will prevail.