

## Investigation Regulations Forensic Caribbean

*This document is an unofficial English translation of the Dutch version of the investigation regulations. It has been prepared solely for the convenience of non-Dutch speaking clients and is therefore not legally binding.*

### **General**

Forensic Caribbean is an independent and professional expert service provider that carries out activities related to the prevention, investigation, and restoration of unwanted, irregular, and/or unlawful behavior in a predominantly financial/administrative context (financial-economic crime and/or undesirable behavior) and everything related to it.

Forensic Services Caribbean is a trade name of:

- Forensic Services Caribbean N.V., registered with the Chamber of Commerce in Curaçao under registration number: 93111
- Compliance & Forensic Services Caribbean N.V., registered with the Chamber of Commerce in Aruba under registration number: 42658

Employees of Forensic Caribbean are specialized investigators in fraud. It should be emphasized that the registered accountants (RA) and certified management accountants (AA) employed by Forensic Caribbean do not act as public accountants within the scope of their work for Forensic Caribbean. The qualification RA or AA functions as an indication of expertise in this context. Nevertheless, the articles below include elements from the Code of Conduct and Professional Practice for Accountants, as well as other applicable regulations.

This Regulation discusses the rules that Forensic Caribbean has declared applicable to the research activities carried out independently by Forensic Caribbean and by third parties engaged by Forensic Caribbean, to the extent that these activities are carried out under the responsibility of Forensic Caribbean. By "independently," the research activities commissioned by private and public entities (hereinafter referred to as "client") are meant, with Forensic Caribbean having ultimate responsibility.

More specifically, this Regulation refers to:

1. Activities aimed at investigating (presumed) unwanted, irregular, and unlawful behavior committed by the party(ies) concerned and the civil and/or criminal liability of these party(ies), as well as
2. Conducting investigations related to natural persons (e.g., pre-employment screening) and/or legal entities (e.g., regarding a potential contracting party).

### **Glossary**

- The term "party(ies)" in the previous sentence refers to the natural person(s) and/or legal person(s) subject to investigation.



- The term "third parties" in the following refers to the relevant parties (natural person(s) and/or legal person(s)) involved in the investigation, excluding the party(ies) concerned and the client.
- The term "third-party experts" in the following refers to the experts engaged by Forensic Caribbean for the purpose of the investigation, who are not part of Forensic Caribbean's organization.
- The term "interviews" in the following refers to the conversations conducted by Forensic Caribbean with the client, "party(ies)" and/or "third parties" (hereinafter referred to as interviewee(s)) as part of the investigation. Interviewee(s) may be asked to provide information and/or answer questions in the context of the investigation and/or provide an explanation of previously obtained findings. When "hearing (interview)" is mentioned in this Regulation, it specifically refers to interviews with the "party(ies)" concerned.
- The term "response phase" refers to the phase shortly before the final completion of an investigation and the reporting thereof, during which the party(ies) concerned is given the opportunity to become acquainted with the factual findings and to respond to the investigative findings.

### *Text of the Regulation*

#### 1. Lawful assignments

Forensic Caribbean refrains from accepting an assignment when it is aware that the investigation to be carried out by it can be considered unlawful. This is the case, among other things, when there is no justified interest, absence of sufficient verifiable data, and/or pursuit of an improper purpose. In such cases, the client will be advised accordingly.

#### 2. Independence and impartiality

The investigative activities are carried out independently and impartially. Forensic Caribbean independently determines, after consultation with the client, the investigation procedure, strategy, and steps. Conducting investigations in an impartial manner means that both the investigation and the reporting are not one-sided but approached from various angles in a balanced manner.

#### 3. Objectivity

The specific tasks to be agreed upon with the client cannot be limited in such a way that there can no longer be an objective investigation carried out by Forensic Caribbean.

#### 4a. Special interest: disclosures

If the investigation represents the special interest of the client, this will be communicated orally and/or in writing to the subject(s) of investigation and third parties, and this interest will also be disclosed in the report. Even if the investigation is carried out in the special interest of the client, the requirements of independence, impartiality, and objectivity still apply.

#### 4b. Special interest: assistance by expert



If the investigation represents the special interest of the client and the party(ies) concerned apparently lack sufficient relevant expertise, they will be recommended to seek the assistance of an expert with the relevant expertise.

#### 5. Use of third-party experts

If it is in the interest of the assignment, Forensic Caribbean may involve third-party experts who possess specific (different) expertise. Forensic Caribbean ensures the soundness and lawfulness of the methods and techniques applied by the third-party experts. Forensic Caribbean is responsible for the selection and engagement of such third-party expert(s), as well as for the quality, independence, and impartiality of their work, unless agreed with the client that such third-party expert(s) carry out a predefined part or coherent set of activities under their own responsibility and report independently to the client.

#### 6. Duty of confidentiality

Employees of Forensic Caribbean and third-party experts have a duty of confidentiality in accordance with the contractual obligation of confidentiality as set out in the general terms and conditions of Forensic Caribbean and in compliance with other applicable laws and regulations. They are bound by confidentiality obligations, both during and after the termination of their employment contract with Forensic Caribbean, regarding everything they see or hear, whether of a business or personal nature, and whether seemingly important or not, in any capacity at Forensic Caribbean or on behalf of clients. The duty of confidentiality may be subject to exceptions if any legal provision, official order, regulation, or other (professional) rule obliges Forensic Caribbean to disclose information.

#### 7. Right of non-disclosure (Right not to testify)

In contacts with the client, the party(ies) concerned, and third parties (experts), it is made clear that the aforementioned duty of confidentiality (other than in the exceptional case of the presence of a so-called derivative right of non-disclosure) does not (also) imply the existence of a criminal and/or civil right of non-disclosure.

#### 8. Informing

After accepting the assignment, Forensic Caribbean will inform the party(ies) concerned about the acceptance of the assignment and its objectives. In the chronology of the investigation and in the relationship between the client and Forensic Caribbean, the information will be provided to the person under investigation:

1. Prior to the investigation; or
2. After the start of the investigation; or
3. After the completion of the investigation; or
4. (in exceptional cases) the disclosure may be omitted.



In making this decision, it will be taken into account whether the person under investigation is already aware of an investigation to be conducted against him.

If there is a risk that the person under investigation will take measures to obstruct the truth-finding process upon receiving the information, the disclosure will initially be withheld. When the risk is no longer present, the person under investigation will be notified. The person under investigation will be notified of the investigation in any case immediately after the investigation report has been submitted to the client. In exceptional cases, the disclosure may also be omitted. This is the case, among other things, if the client or someone on behalf of the client reports the incident to the police, and early notification of the person under investigation would harm the investigative or prosecutorial interest, or if it is necessary in the interest of the rights and freedoms of others, including the person under investigation, the responsible party, and the client.

The reasons for informing or not informing a person under investigation will always be documented by Forensic Caribbean.

#### 9. Lawful collection and/or use of evidence and/or information

Forensic Caribbean refrains from unlawfully collecting evidence and/or information and from using unlawfully obtained evidence and/or information. The manner in which evidence and/or information is obtained and/or used is reported in such a way that others can independently assess its lawfulness.

#### 10. Proportionality and subsidiarity

In cases where there are choices regarding the application of research methods, the principles of proportionality and subsidiarity will be applied in each (individual) case, meaning that the least burdensome method is applied in the least burdensome manner.

#### 11. Voluntary and/or consent

Unless otherwise provided by or pursuant to law, agreement, or judicial decision, cooperation with the investigation is based on voluntariness and/or consent. This is always communicated orally to the interviewee(s), and this communication is recorded in the interview notes and/or the written report (see Article 13c) and kept in the investigation file.

#### 12. Protection of personal data

The safeguards for the protection of personal data are fully applicable. This means that, in addition to what is mentioned in Article 11, the processing (including recording and disclosure) of interview notes and/or the written report (see Article 13c) is based on consent. In this context, interviewees are informed that the aforementioned recordings will be kept in the investigation file. Interviewees are also informed that (passages from) the interview notes and/or the written report may be used for the purpose of the investigation. This is always communicated orally to the interviewee(s), and



this communication and the resulting consent of the interviewee(s) are recorded in the interview notes and/or the written report.

The request for consent may have exceptions, for example, if disclosure is necessary to fulfill a legal obligation, based on a contractual obligation, or if it is necessary for the protection of a legitimate interest (such as for judicial proceedings), in which case Forensic Caribbean must conduct a balancing of interests. The same applies to a request for access to interview notes and/or the written report.

For investigations taking place in the Netherlands by Forensic Services Nederland under the responsibility of Forensic Caribbean, permission has been obtained from the Dutch Data Protection Authority to have personal data at their disposal. Permission number M1515890.

#### 13a. Interviews: no deception and/or pressure

When conducting interviews and other contacts, Forensic Caribbean refrains from making misleading statements or engaging in deceptive behavior and applying psychological and/or physical pressure/coercion..

#### 13b. Interviews: information about the nature and purpose of the discussion

Forensic Caribbean provides the interviewee(s) with information, in advance and, if possible, in writing, about the nature and purpose of the interview, unless there is a compelling reason (justification) based on important interests not to disclose this information in advance to the interviewee(s). The duty to provide information to the party(ies) concerned by Forensic Caribbean does not extend to unconditionally and fully presenting previously obtained findings and preliminary findings to them.

#### 13c. Interviews: interview notes or written report

Interviews are documented by taking notes, or a written report is prepared, taking into account Article 19. If a written report is prepared, it is (1) reviewed in its entirety with the interviewee(s) by Forensic Caribbean, (2) the interviewee(s) are given the opportunity to correct any factual inaccuracies, and (3) the interviewee(s) are asked to sign the entire report and initial each page separately. In case of refusal, this is mentioned in the report, if possible, with the circumstances under which the refusal came about. In that case, the result of the interview can be considered as the personal observation of the investigators, unless different arrangements have been made in advance.

#### 14. Legal or procedural deadline

Forensic Caribbean assumes, when (completing) the investigation, that it is not bound by any legal or procedural deadline. This is an exception if such a binding has been agreed upon in writing with the client. If this circumstance arises before or during the investigation, it must be



promptly communicated in writing by the client, with the other articles of this Regulation, and specifically Articles 16 and 18 of this Regulation, remaining fully applicable.

#### 15. Reporting

Upon completion of the investigation, Forensic Caribbean provides a written report to the client in a confidential/personal form, unless otherwise agreed with the client. If the client is a legal entity, Forensic Caribbean reports to a specific representative of this legal entity, as agreed in advance.

#### 16. Draft report

In principle, Forensic Caribbean does not issue draft reports until all research activities are completed, taking into account the provisions of Articles 19 to 21 of this Regulation. This is due to the risk that the draft report may become public in any way and/or play a role in any relationship, and that the draft report may be given a broader or different meaning than intended by Forensic Caribbean.

#### 17. Providing reports to others

Without prior written consent from Forensic Caribbean, the client, other than when required by or pursuant to law, agreement, or judicial decision, is not allowed to provide reports to others. In the case of legally required disclosures, the client must promptly notify Forensic Caribbean in writing.

#### 18. Sound basis

In the event that the party(ies) concerned refuse to cooperate with the investigation, resulting in a lack of a sound basis for the investigation, Forensic Caribbean will (1) not issue a report; (2) refrain from drawing any conclusions; (3) refrain from expressing any opinion; (4) refrain from presenting any factual information; or (5) make it clear that the findings are based on insufficient (verified) data, such that no reasonable reader can interpret them as anything other than the representation of the subjective opinion of a natural person and/or legal person who has participated in the investigation or the representation of incomplete facts. Under certain circumstances, Forensic Caribbean may decide to return the assignment if, due to a lack of cooperation, a report cannot be produced that is based on a sound basis.

#### 19. Audiatur et altera pars: hear and be heard

Forensic Caribbean refrains from making evaluative or qualifying statements regarding (investigated) factual behavior (actions or omissions) of the party(ies) concerned before they have been given the opportunity to express their views in the form of "hearing (interview)" and "response phase."

"Hearing" refers to the phase in which oral or written questions are presented to the party(ies) concerned for the purpose of gathering evidence and/or information.

"Response phase" refers to the phase in which the party concerned can respond to the accuracy of factual findings regarding them.



Responses to the response phase are incorporated by Forensic Caribbean into the respective report or included in the report in their entirety. Bare denials or denials that are not (somewhat) supported by documents or otherwise substantiated will not be included in the report.

Under certain circumstances, the requirement of "hearing (interview)" and/or "response phase" may be fully or partially waived if there are compelling reasons (justification) to fully or partially omit "hearing (interview)" and/or "response phase." The compelling reasons are documented in the report, and the party(ies) concerned are promptly notified of this after the compelling reasons no longer apply. A written report is always prepared for "hearing (interview)" and "response phase," in accordance with the provisions of Article 13c of this Regulation. This may be deviated from if the response phase takes place through written commentary, in accordance with the provisions of Article 20a and 20b of this Regulation.

#### 20a. Response phase: possible through draft report

After all research activities have been completed, a draft report may be provided to the party(ies) concerned for their perusal, on a confidential basis. If the draft report is provided for perusal, it will be handed over after oral commentary, for which a written report will be prepared in accordance with Article 19.

If the draft report is sent for written commentary, the draft report will be accompanied by a cover letter explicitly stating that the draft report is only being sent in the context of the response phase procedure and that further distribution is not allowed.

#### 20b. Response phase: draft report and reasonable period

If, in accordance with Article 20a of this Regulation, a draft report is sent to the party(ies) concerned for their response phase, a reasonable period will be provided for them to respond to its contents. The duration of the reasonable period depends on (1) the extent and (2) the complexity of the content of the draft report.

#### 21. Response phase: inspection of documents and records

Forensic Caribbean will provide the party(ies) concerned, upon request, with adequate opportunity to inspect relevant documents and records for the purpose of the response phase, in accordance with the provisions of Article 12 of this Regulation.

#### 22. License in the Netherlands

If research activities are necessary in the Netherlands, they will be carried out by Forensic Services Nederland. Forensic Services Nederland has been granted a license (POB 1333) by the Minister of Security and Justice in the Netherlands under the Private Security Organizations and Detective Agencies Act to perform research activities on behalf of third parties.



### 23. Deviations

In exceptional situations, Forensic Caribbean may consider it necessary to deviate from the articles included in this Regulation. In such situations, Forensic Caribbean must be able to justify the deviation on valid grounds.

### 24. Validity of this Regulation

The Regulation in effect at the time of accepting the assignment is applicable.

Last amended or supplemented on

April 22, 2024

Forensic Services Caribbean N.V.

Compliance & Forensic Services Caribbean N.V.

The Management

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