

ENROLLMENT AND PAYMENT TERMS OPEN REGISTRATIONS

Article 1. Definitions:

Supplier: ProQua B.V.

Client: natural or legal person entering into the agreement to purchase (a) ProQua B.V. training program(s).

Student: natural person participating in the training program.

Article 2. Registration:

Clients may register for ProQua B.V. training programs by:

- Completing, signing and returning, either by mail or by fax, the registration form;
- Contacting ProQua B.V. by telephone, upon which the student will receive confirmation in writing from ProQua B.V., which is to be signed by the student and to be returned immediately.

Article 3. Registration options:

ProQua B.V. provides for the following registration options:

- Prepayment registration for complete training program;
- Registration for complete training program, with payment in 4 installments;
- Registration and payment per individual module.

Article 4. Confirmation

ProQua B.V. shall provide confirmation in writing of each registration.

Article 5. Invoicing and payment

Upon registration as defined in Article 2, ProQua B.V. shall invoice its client as follows:

1. Clients opting for prepayment registration for complete training program shall receive an invoice for the total amount due upon registration.
2. Clients opting for registration for the complete training program, with payment in 4 installments shall receive an invoice for 25% of the total amount due upon registration and additional invoices for 25% before the beginning of each subsequent quarter.
3. Clients opting for registration and payment per individual module shall receive an invoice for the amount due for each individual module before the beginning of each module as defined in Article 5, Section 4.
4. The client shall have submitted payment before the beginning of each training program or module; all payments must have been submitted within a period of 14 days following the invoice date.
5. If no payment has been submitted within the period defined in Article 5, Section 4, the client shall owe the legally defined interest as of the 14-day period expiration date.
6. Immediately upon ProQua B.V. submitting a claim against its client, all costs incurred, legal as well as other (claims) related costs, shall be paid for by the client.
7. Failure to submit the training program payment as defined in Article 5, Section 4, shall result in student exclusion from program.

Article 6. Cancellation by the client

Clients may submit cancellation notice only in writing. Cancellation notices received up to 4 weeks prior to the beginning of the program or module shall result in restitution of client's payment minus **€50,00** (not including any or all applicable Value Added Taxes/Sales Taxes) per registered module.

Cancellation notices received between 4 and 2 weeks prior to the

beginning of the program or module shall result in a credit of 50% of the training program price and 80% of exam and textbooks prices.

Cancellation notices received between 2 weeks prior to and 2 weeks after the beginning of the program or module shall result in a credit of 80% of the value of non-delivered textbooks and exam participation or a similar credit towards future invoices.

When students registered for the complete program exceed the duration of the program by more than 3 months, their registration will be handled as if the client has cancelled.

Article 7. Student absence

Should a student be forced to forgo on program participation, the client shall be allowed to substitute said student by another student, provided this substitution is reported to ProQua B.V. in time. Client shall incur no additional cost as a result of this substitution as such.

Article 8. Change of location or placement in alternative module by Supplier

ProQua B.V. reserves the right to join groups in alternative locations due to insufficient registration numbers or to reschedule a module. Supplier also reserves the right to schedule students for a module other than his or her preferred module.

Article 9. Liability

ProQua B.V. does not assume liability for damages, caused by, or incurred in conjunction with: participation in the training program, cancellation by ProQua B.V., its employees or other individuals rendering services to the Supplier, unless ProQua B.V. can be proven to have caused these damages by deliberate intent or gross negligence.

Article 10. Copyright

All training materials delivered to the client become his property. Copyright for training materials and other materials delivered for training purposes remains with ProQua B.V. No data or parts of said materials may be published or reproduced in any form or by any means without prior permission in writing of ProQua B.V.

Article 11. Replacement of instructors

ProQua B.V. reserves the right to replace at any time any of the instructors whose services it has enlisted by another instructor.

Article 12. Complaints

Clients and students may submit complaints about the implementation of the training program to the directors of ProQua B.V. by means of evaluation forms submitted in the course of the program or by written correspondence to:

ProQua B.V. TM
Helftheuvelweg 11
5222 AV 's-Hertogenbosch
The Netherlands
Phone 0031 (0)73 - 6218548
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