

STUDY AGREEMENT POST-HBO PROGRAMMES

This Study Agreement applies to everyone who registers for a post-HBO course of the Stichting Opleidingen Musculoskeletale Therapie (hereinafter referred to as SOMT). This study agreement will enter into force on 1 June 2021. Previously published study agreements and general terms and conditions of SOMT Education B.V. will therefore lapse.

Article 1 Definitions

1.1 The words and/or expressions in bold below are assigned the meaning set forth below, unless expressly provided otherwise in this Study Agreement.

Application form: the (digital) form provided by SOMT, with which the Student gives the intention to register for a Course at SOMT, and which form must be completed and sent (digitally) by the Student for Registration for the Programme.

Application: approving the Study Agreement and the OER (only for Master's programmes) and completing and submitting the Application Form with the required attachments.

Academic year: the period from 1 September of a calendar year to 31 August of the following calendar year.

Cancellation: terminating the Training after Registration or after Registration, but prior to the start of a Course.

Article: an Article or provision of this Study Agreement.

Tuition fees: the total costs for following a Programme, including Registration Fee and Internship Fee. The composition and amount of the Tuition Fees may vary per Programme and per academic year and will be made known via the Website or other communication channels. Costs of extension of the Programme for the graduation phase longer than 1 month after the end of the regular training period, as well as extra internship days, extra teaching days and facilities costs, are not part of the total initial Tuition Fee but will be charged extra.

Course: a teaching unit offered by SOMT, which can optionally be followed by the Student against payment of the applicable price.

Facilities costs: the costs for the use of SOMT's facilities outside the regular education period. These costs are not part of the total initial Tuition Fee but will be charged extra.

Registration fee: the (annual) amount that must be paid by the Student for a Programme when registering. The Registration Fee is part of the total Tuition Fee and may vary per programme (year). The amount of the Registration Fee will be announced via the SOMT Website or other communication channels.

Registration: written confirmation by SOMT of the registration for the Programme that is sent to the Student after receipt of the (digital) Application Form, the required documents to prove that the admission requirements are met and that the Intake procedure has been successfully completed.

Intake procedure: additional procedure on the basis of which SOMT assesses prior to the Registration whether the potential Student should be considered capable in terms of motivation and attitude

successfully complete training. Information about whether or not the Intake procedure applies, also known as 'matching interview' or 'matching procedure', is made known via the Website and/or other communication channels.

Training: a post-hbo programme offered and carried out by SOMT, consisting of several educational units.

SOMT: Stichting Opleidingen Musculoskeletale Therapie trading under the name SOMT and SOMT University of Physiotherapy, further referred to in these conditions as SOMT. Registered with the Chamber of Commerce under number 41090312, located at 3821 BP Amersfoort, Softwareweg 8.

Internship: mandatory period of practical preparation for professional practice at an internship address recognized by SOMT.

Internship fee: the amount that a Student must pay for the fulfillment of the internship obligation within the framework of the Study Programme. The amount of the mandatory days and the standard price per internship day are determined annually by SOMT per course. The cost of regular mandatory internship days is included in the initial Tuition Fee.

Study interruption: the temporary cessation of the study programme.

Student: a natural person who is registered with SOMT for following education and/or taking tests/exams of a Study Programme.

Study agreement: the agreement between SOMT and the Student, applicable from the Student's Registration, which is entered into for the purpose of following a Study Programme.

Interim termination: the premature termination of the Training after the start of the Training.

Extension costs: the costs of extending the Programme for the graduation phase from 1 month after the end of the regular training period.

Website: www.somt.nl.

Article 2 Notification and registration

2.1 The Registration for the Programme takes place by means of (i) the correct and complete completion and sending of the Application Form via the Website, together with the necessary supporting documents, (ii) the explicit acceptance of this Study Agreement and any separately communicated additional conditions.

2.2 After registration and receipt of all supporting documents - and if the Programme so requires, successful completion of the Intake procedure - the student will receive a written confirmation of his registration.

2.3 When the maximum number of Students for a Programme has been reached, the Applications received afterwards can be placed on a waiting list. The Student is offered in writing the choice to be placed on the waiting list or to cancel the Registration.

2.4 The Student must register for a multi-year Programme for each subsequent academic year via the re-registration form on the Website.

- 2.5 By (re)registering for a Master's programme, the Student also agrees to the OER applicable for the academic year in question.

Article 3 Payment

- 3.1 Before the start of the Programme, Students will receive an invoice for the Tuition Fees for the Programme. The Registration Fee is part of the Tuition Fee and will be invoiced upon completion of the Application. Payment of the remaining Tuition Fees can be made as follows:
- a. Payment of the total invoice amount, possibly minus payment discount as stated on the invoice or accompanying letter.
 - b. Payment of the invoice amount in installments by direct debit, as stated on the invoice or on an accompanying letter.
- 3.2 Payment by the Student must only be made in Euro. If and insofar as there are transaction costs associated with the method of payment chosen by the Student, these costs are at the expense and risk of the Student.
- 3.3 The Student is at all times responsible for payment.
- 3.4 In the event of exceeding the payment term stated on the invoice, the Student shall, without prejudice to the other rights of SOMT and without a prior notice of default being required, owe the statutory interest on the outstanding (installment) amount until the time of full payment. If the Student still fails to make the relevant (partial) payment 14 days after an initial warning, SOMT is obliged to charge € 25 per reminder for sending further reminders. All unpaid invoices/installments become immediately due and payable and all consequences of non-compliance take effect immediately.
- 3.5 SOMT reserves the right to refuse Students in arrears to continue attending or attending the Programme until the moment when the payment obligation has been fulfilled by the Student.
- 3.6 If, after the first formal reminder, the Student still fails to pay the (partial) payment, SOMT is entitled to pay all extrajudicial costs, expressly including the (collection) costs incurred for drawing up and sending reminders and other actions in preparation for possible legal proceedings, as well as all judicial and lawyer costs incurred by SOMT as a result of the non-fulfilment of the payment obligation - and the any interest in this regard - to be borne by the Student.
- 3.7 Not being present at the Programme does not release the Student from the payment obligations arising when entering into the Study Agreement.

Article 4 Cancellation and Interim Termination

- 4.1 The Student has the right to cancel his participation in a Course in writing or by e-mail to studentenadministratie@somt.nl. The date of receipt of the cancellation letter or the date of sending of e-mail shall be the date of cancellation of the Cancellation. In the event of Cancellation, the Student owes the following costs:

- a. In case of cancellation of a Registration up to two months before the start of the Course, the Student owes € 50 cancellation costs. Any amounts already paid will be refunded to the Student after deduction of € 50,- administration costs.
- b. In case of cancellation of a Registration within two months before the start of the Academic Year, the Registration Fee will be charged.

- 4.2 SOMT reserves the right to postpone or cancel the Training if the number of Registrations for the Training is insufficient, at the discretion of SOMT. No rights can be derived by the Student from registration. In the event of cancellation of the Programme, tuition fees already received will be refunded in full by SOMT.
- 4.3 The Student has the right to terminate his Training in the meantime. This Interim Termination is only possible by written termination by letter or e-mail to studentenadministratie@somt.nl and does not release the Student from the financial obligations entered into.
- 4.4 The Student can interrupt a multi-year Course for one year while fully maintaining study results. A request for study interruption must be submitted in writing to the Educational Support Department by letter or e-mail to studentenadministratie@somt.nl before the start of the academic year to be interrupted.
- 4.5 If the Student wishes to make use of certain facilities of SOMT in the event of a Study Interruption as referred to in Article 4.4, SOMT is entitled to charge costs for this.

Article 5 Internship

- 5.1 In the context of the Training, the Student must fulfill his/her Internship obligation at an internship address recognized by SOMT. The extent of the internship obligation is determined annually by SOMT and made known via the Website and/or other communication channels.
- 5.2 The internship obligation consists of a mandatory fixed number of internship days that are reserved by SOMT at the internship address recognized by SOMT. The associated costs for internship supervision are part of the total tuition fee.
- 5.3 In the event that a Student attends additional internship days, he will receive an invoice at the annually fixed standard price per internship day. The costs for the extra internship days are not part of the total initial Tuition fee but will be charged extra.

Article 6 Intellectual property

- 6.1 The Student may only use logos, patents, copyrights and/or any other intellectual property rights of SOMT in the context of the Programme. This right of use ends immediately upon termination of the Training.
- 6.2 The training material provided by SOMT is subject to intellectual property rights belonging to SOMT and/or third parties. Nothing from the material provided by SOMT may be reproduced, stored in an automated database or any data carrier, made public or made available to third parties, without the prior written consent of SOMT, or if it is in line with the exception of Art. 16c Copyright Act.

- 6.3 During lectures, skills lessons, teaching working groups or other educational meetings in the context of a Programme at SOMT, no image and/or sound recordings may be made by Students, unless prior written permission has been granted by SOMT and the parties involved.
- 6.4 The Student is prohibited from disclosing confidential information obtained from SOMT or in the context of the execution of the Internship to third parties in any way whatsoever, except to the extent required by applicable law.

Article 7 Execution of the Study Agreement

- 7.1 SOMT will make every effort to implement the Study Agreement to the best of its knowledge and ability and to monitor the quality of the Study Programme. SOMT determines the Training and may change the Training at any time while monitoring its quality.
- 7.2 When registering for the Programme, the Student has explicitly agreed to the separate 'Education and Examination Regulations' ('OER') and is obliged to strictly comply with these rules prescribed by SOMT.
- 7.3 Student data can only be provided to third parties, if and to the extent necessary for the execution of the Study Agreement, to comply with any legal obligation or if the Student gives written permission for this.

Article 8 Complaint and advertising regarding the execution of the Study Agreement

- 8.1 Any complaints must be submitted in writing (by e-mail or letter) within three weeks of discovery of the shortcoming with a detailed description and substantiation of the complaint, failing which the Student can no longer hold SOMT liable in connection with the complaint. The point of contact for complaints is the Head of Education and Research.
- 8.2 If SOMT finds a complaint submitted by the Student regarding the execution of the Study Agreement to be well-founded, SOMT will try to find a solution, at the discretion of SOMT.
- 8.3 The Student is not entitled to suspend any payment in respect of the Training on the grounds that a complaint and/or complaint has been submitted by him/her.
- 8.4 The Student is entitled to a full or partial refund of the price paid by him/her to SOMT for the Programme if and insofar as the complaint submitted by him/her has been found to be well-founded by SOMT and the execution of the Study Agreement has become demonstrably pointless or impossible for the Student as a result of the shortcoming of SOMT.
- 8.5 Complaints regarding the examination/assessment of the Student must be submitted and handled in the manner described in the OER applicable for that academic year.

Article 9 Liability

- 9.1 Except in the case of demonstrable intent or gross negligence on the part of SOMT, SOMT is regardless of the legal basis on which the

claim of the Student is based, only liable for compensation for damage up to the invoice amount paid by the Student for the Training.

- 9.2 Regardless of the legal basis on which the Student's claim is based, SOMT is never liable for consequential damage, including in any case, but not limited to, loss suffered and costs incurred, as well as missed assignments, missed savings, damage due to production and or business interruptions or stagnation and / or damage as a result of lost work and / or travel time.
- 9.3 SOMT is never liable for loss, theft and/or damage to the student's property, regardless of where the Training takes place.
- 9.4 Regardless of the legal basis on which the Student's claim is based, SOMT is not liable for damage caused by intent or gross negligence on the part of its subordinates and/or non-subordinates for whom it is liable by law and/or third parties that it engages in the execution of the Study Agreement.
- 9.5 The limitation of liability set out in Article 9.1 does not apply if and insofar as liability of SOMT for the damage in question is insured under any insurance agreement and the relevant insurer proceeds to payment. In that case, SOMT is only liable for the amount paid out under the relevant insurance in the relevant case. SOMT is not obliged to assert rights under any insurance taken out by it if it is held liable by the Student. The provisions of Articles 9.2, 9.3 and 9.4 shall apply in full.
- 9.6 SOMT hereby stipulates that it may invoke all legal and contractual rights and defences to defend its own liability, including for the benefit of all those involved in the execution of the Study Agreement.
- 9.7 SOMT may engage third parties in the execution of the Study Agreement.

Article 10 Force majeure

- 10.1 If the proper performance by SOMT as a result of one or more circumstances, which are not for the account of SOMT, including the circumstances mentioned in Article 10.2, is wholly or partially, temporarily or permanently impossible, SOMT has the right to suspend the execution of the Study Agreement or to dissolve the Study Agreement in whole or in part or to terminate it with immediate effect, without being liable for compensation.
- 10.2 Circumstances that are in any case not at the expense of SOMT include (but not exclusively) a shortage of (guest) teachers, strikes, in, out and/or transit bans of aids required for the Training, transport problems, non-compliance with the obligations by suppliers of SOMT or transport companies, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks.

- 10.3 SOMT will inform the Student as soon as possible about the existence of a force majeure situation and inform him to what extent it can execute the Study Agreement.

Article 11 Partial nullity/conversion

- 11.1 If any provision of this Study Agreement is wholly or partly void, illegal, non-binding or unenforceable, the remaining provisions of this Study Agreement shall remain in force. The parties will make every effort to reach agreement on a new provision that deviates as little as possible from the invalid, illegal non-binding or unenforceable provision, taking into account the content and purpose of this Study Agreement.

Article 12 Applicable law/Competent court

- 12.1 All legal relationships between SOMT and the Student are exclusively governed by Dutch law.
- 12.2 The court in Utrecht is competent to hear all disputes that may arise between SOMT and the Student arising from or in connection with the Study Agreement, unless the court of the Student's place of residence is exclusively competent on the basis of mandatory legal provisions.