GENERAL TERMS AND CONDITIONS SOMT B.V.

These general terms and conditions apply to everyone who registers for a training course offered by SOMT B.V. These general terms and conditions enter into force on 1-1-2027. Previously published versions of the general terms and conditions of SOMT B.V. will thereby cease to apply.

Article 1 Definitions

The words and/or expressions printed in bold below are assigned the meaning shown below, unless expressly provided otherwise in these conditions.

Application Form: the (digital) form provided by SOMT B.V. with which the student indicates the intention to enroll in a course at SOMT B.V., and which form must be completed (digitally) and sent by the student for application to the course.

Application: The acceptance of the general terms and conditions and the EER and the complete completion and submission of the Application Form with the required attachments.

Academic Year: the period from September 1 to August 31 of the subsequent calendar year, or, if applicable, the period from January 1 to December 31.

Cancellation: the termination of the course after Application or enrollment, but prior to the start of a course.

Tuition Fee: the price of the education. The composition and amount of the Tuition Fee may vary per year and will be made known via the website or other communication channels.

Additional Costs: Costs for extra modules, extra internship days, extra class days, and extra examinations in addition to the Tuition Fee.

Enrollment: the confirmation of enrollment for the course to the student, after the admissions procedure has been successfully completed. See also Temporary Enrollment.

EER: Education and Examination Regulations.

Interruption of the Course: a temporary cessation of attending classes within the course, while maintaining Enrollment as a student. During the interruption, no educational activities are followed or examinations taken, unless otherwise agreed.

Educational Unit: a cohesive whole of knowledge, insight, and/or skills to be acquired, which forms part of the course (e.g., a module, course, or learning track), which is concluded with an examination and whose study load is expressed in European Credits (EC).

Course: a cohesive whole of Educational Units aimed at achieving final qualifications, concluded with an examination.

Start-up Costs: The costs incurred by SOMT B.V. in advance for the execution of the Study Agreement. These costs include: administrative costs; IT costs; marketing costs; personnel costs; rental of training location; sending and follow-up on the documents to be submitted or supplied by the student, including the educational agreement; planning and composition of group divisions, class schedules, and recruitment and planning of lecturers; specific information provision/guidance; administrative processing of the Enrollment; setting up a student file; setting up and furnishing the student account in the online learning environment; preparations for and execution of any introduction; related expenses such as postage, online license costs, costs for intake, informational material, etc., or other costs insofar as SOMT B.V. can demonstrate them.

SOMT B.V.: the private company with limited liability, registered with the Chamber of Commerce under number 41090312, located at Softwareweg 5, 3821 BN, Amersfoort.

Internship: Mandatory period of practical preparation for professional practice at an internship organization recognized by SOMT B.V.

Student: a natural person who is enrolled at SOMT B.V. for attending education and/or taking examinations/tests of a course.

Study Year: a cohesive whole of Educational Units offered within a course in an Academic Year, and which can be completed by a student within an Academic Year.

Study Agreement: The agreement between SOMT B.V. and the Student, applicable from the moment of the student's Application, entered for the purpose of attending a course and which also serves as an internship agreement. These General Terms and Conditions and EER apply to the Study Agreement.

Temporary Enrollment: a temporary enrollment is an Enrollment based on the reasonable expectation that the student will meet the admission requirements but has not yet fully met all requirements (for example: a language requirement or work requirement has not yet been met). This allows the student to fulfill the missing conditions while starting the study.

Admissions Procedure: procedure after Application, by means of which SOMT B.V. assesses, prior to Enrollment, whether the potential student meets the admission requirements of the course as stated in the EER and whether the financial conditions have been met by the student.

Premature Termination: the termination of the Course after the start of the course.

Website: www.SOMT.nl

Article 2 Application and Enrollment

2.1 Application for the Course takes place via the Website by means of (i) the correct and complete completion and submission of the online Application Form, together with the necessary supporting documents, and (ii) explicit agreement with these General Terms and Conditions and any additional conditions communicated separately via email.

2.2 For every student (newly enrolled or previously enrolled), the Tuition Fees as determined for the new Academic Year always apply. SOMT B.V. is entitled to re-determine the Tuition Fee at the beginning of each Academic Year.

2.3 When a student is granted exemptions for one or more modules of the Course, the student is eligible for an exemption discount. No discount is given for exemptions for parts of the modules.

2.4 After the Application, receipt of the supporting documents, and a positive outcome of the Admissions Procedure, the student will receive a written confirmation of Enrollment. After Enrollment, the student owes the one-time application fee.

2.5 In specific cases, Temporary Enrollment applies. SOMT B.V. reserves the right to unenroll the student if the student does not meet the admission requirements within the set term.

2.6 When the maximum number of students for an Academic Year has been reached, Applications received after this may

be placed on a waiting list. The student is offered the choice of being placed on the waiting list or canceling the Application.

2.7 For a multi-year course, the student is automatically enrolled for each subsequent Study Year, unless the student has unenrolled before August 31 of the respective year.

2.8 The student must (re-)enroll in case of a study extension or resumption of study after a Study Interruption. By (re-)enrolling for a course, the student agrees to the most recent EER. Before the start of the Academic Year, the EER for the upcoming Academic Year will be published, and students will be informed in case of substantial changes. Objections to these substantial changes are possible up to and including October 1 of the Academic Year.

Additional provisions for Application and Enrollment via Grande Etude Européennes de Santé (GEDS)

2.9 Application for the Course takes place via the GEDS website. SOMT B.V. determines the admissibility for the Course.

2.10 An English certificate, as mentioned in the EER and on the Website, is mandatory. The B2-level ETHS test is not recognized. The certificate must be submitted before the start of the Academic Year. SOMT B.V. is not liable for any costs incurred, such as accommodation, if the student cannot complete the Enrollment.

Additional provision for (non-GEDS) Applications and Enrollment from international students

2.11 In addition to the supporting documents for Enrollment, the international student must submit a document, based on an assessment carried out by NUFFIC, that the required diploma for admission is equivalent to the Dutch diploma. For students who are nationals of countries outside the EU/EEA, additional conditions apply regarding application and enrollment, including any conditions relating to the right of residence and visas. These additional conditions and the applicable procedures are published on the SOMT website and are also provided directly to the student concerned prior to enrolment. The student is responsible for submitting the required documents in time and for meeting the stipulated conditions.

Article 3 Payment

3.1 After Enrollment, the student will receive an invoice for the application fee.

3.2 Before the start of the Course, students will receive an invoice for the Tuition Fee. Payment of the Tuition Fee can be made as follows:

a. Payment of the total invoice amount, possibly deducting a payment discount as stated on the invoice or an accompanying letter.

b. Payment of the invoice amount in installments (if applicable) via automatic direct debit, as stated on the invoice or an accompanying letter.

3.3 Payment by the student must be made exclusively in Euros. If there are transaction costs associated with the payment method chosen by the student, these costs are for the account and risk of the student.

3.4 The student is at all times solely responsible for timely and full payment.

3.5 In case of exceeding the payment term stated on the invoice and in case of installment payments, for the remaining installments, the student is, without prejudice to the other rights of SOMT B.V. and without a prior notice of default being required, liable for the statutory interest on the outstanding (installment) amount, up to the time of full satisfaction. If the student still fails to make the relevant (partial) payment after a first reminder of 14 days, SOMT B.V. will be forced to charge €25,- per reminder for sending further reminders. All unpaid invoices/installments will become immediately due and payable, and all consequences of non-compliance will take effect immediately.

3.6 SOMT B.V. reserves the right to refuse students with payment arrears from continuing or attending the Course until the moment the student has met the payment obligation.

3.7 If the student still fails to make the (partial) payment after two reminders, SOMT B.V. is entitled to charge the student for all extrajudicial costs, explicitly including the (collection) costs incurred for drafting and sending reminders and other actions in preparation for possible legal proceedings, as well as all judicial and lawyer costs incurred by SOMT B.V. as a result of the non-compliance with the payment obligation, and/or interest costs.

3.8 Not being present at the Course does not relieve the student of the payment obligations arising from entering into the Study Agreement.

Article 4 Cancellation and Premature Termination

4.1 The student can cancel and terminate an agreement concluded for a fixed term at any time by written notice of termination by letter or email to studentenadministratie@SOMT.nl. SOMT B.V. will send a confirmation of this to the student. The date of receipt of the cancellation letter counts as the notification date of the Cancellation. In case of Cancellation and Premature Termination, the student owes the following costs:

a. None, in case of Cancellation before the definitive confirmation of Enrollment.

b. In case of Cancellation after the definitive confirmation of Enrollment up to 1 month before the start of the Course, the student owes the application fee as stated on the Website.

c. In case of Cancellation between 1 month and two weeks before the start of the Course, 10% (as Start-up Costs) of the Tuition Fee will be charged, plus the application fee.

d. In case of Cancellation less than two weeks before the start of the Course, 20% (as Start-up Costs) of the Tuition Fee will be charged, plus the application fee.

e. In case of Premature Termination after the start of the Course, the student owes 20% (as Start-up Costs) of the Tuition Fee, plus the application fee and the costs of the education already attended, regardless of whether the student was present at this meeting(s). The costs of the education already attended are determined pro rata to the number of months the Course has been followed, including the current month. For each month

attended, 1/10 of the total tuition fees will be charged. The total costs shall never exceed the Tuition Fee. The application fee is excluded from this and remains payable separately.

For students who have applied for the Course via the website of Grande Etude Européennes de Santé (GEDS), the cancellation conditions of GEDS apply.

Exceptions to the refund policy can only be made in cases of special circumstances, such as long-term illness or force majeure, at the discretion of SOMT B.V. A written request for a refund must be submitted with supporting documentation and evidence of illness through a document from the attending physician.

4.2 The student has the right to dissolve the agreement without stating reasons by means of a registered letter or an email addressed to the student administration of SOMT B.V. for fourteen days after the conclusion of an agreement.

4.3 In case of dissolution in accordance with article 4.2, the student is entitled to a cost-free refund of the Tuition Fee that the student has already paid.

4.4 If the education has already started by SOMT B.V. at the express request of the student, before the period of fourteen days has expired, and the student cancels within this period of fourteen days, the student owes cancellation costs in accordance with article 4.1.

4.5 SOMT B.V. reserves the right to postpone or cancel the Course if the number of enrollments for the Course is insufficient, at the discretion of SOMT B.V. The student cannot derive any rights from Enrollment. In case of cancellation of the Course, the received application fee and Tuition Fee will be fully refunded by SOMT B.V.

4.6 The student can interrupt attending education in the Course for a maximum of one Academic Year. Study results remain valid in accordance with the EER. Deviating cases will be handled individually. The student remains enrolled in the Course during this interruption. A request for Interruption of attending education must be submitted by email to studentenadministratie@SOMT.nl, before the start of the Educational Unit to which the interruption relates.

4.7 In case of Interruption of the Course during the Academic Year, consultation with the head of the relevant Course must take place regarding the consequences for the inflow in the subsequent Academic Year. Interruption of the Course during the Academic Year does not relieve the student of his/her payment obligation. The costs charged for this are stated on the applicable price list.

Article 5 Intellectual Property

5.1 The student may only use logos, patents, copyrights, and/or any other intellectual property rights of SOMT B.V. within the framework of the Course. This right of use ends immediately upon termination of the Course.

5.2 The training material and material for scientific research provided by SOMT B.V. are subject to intellectual property rights belonging to SOMT B.V. and/or third parties. The material provided by SOMT B.V. is exclusively intended for personal use. All items provided by SOMT B.V., such as books, mock exams, readers, and software, are subject to the copyrights of SOMT B.V. or third parties. The items referred to in this article may not be reproduced, made public, and/or otherwise brought to the knowledge of third parties or provided to third parties without explicit prior permission from SOMT B.V., both during and after the term of the Course. It is also not permitted to make the material public in an altered form or to use it under one's own name without written permission from SOMT B.V. The copyright/ownership rights rest entirely with SOMT B.V.

5.3 During lectures, skills classes, practicals, educational working groups, or other educational meetings within the framework of a course at SOMT B.V., students may not make image and/or sound recordings, unless prior written permission has been granted by SOMT B.V. and the persons involved.

5.4 The student is prohibited from disclosing confidential information obtained from SOMT B.V. or in the context of the execution of the Internship to third parties in any way, except insofar as required by applicable law.

Article 6 Extra Module

6.1 During the Course, it is possible for the student to enroll for an Extra Module. This obliges the student to pay the associated costs additionally to SOMT B.V. The student will receive an invoice for these Additional Costs; these costs are not included in the Tuition Fee.

Article 7 Execution of the Study Agreement

7.1 SOMT B.V. will endeavor to execute the Study Agreement to the best of its knowledge and ability and to monitor the quality of the Course. SOMT B.V. determines the Course and may change the Course at any time while monitoring its quality.

7.2 Student data may only be provided to third parties, if and insofar as necessary for the execution of the Study Agreement, to comply with a possible legal obligation, or when the student gives written permission for this. SOMT B.V. concludes a processing agreement with the third parties who process the data on behalf of SOMT B.V. to guarantee at least the same level of security and confidentiality of the data. SOMT B.V. also provides personal data to third parties such as DUO, CIBG, and the National Student Survey (NSE). This concerns data necessary to approach students, course, and study progress data. Any reports are made in anonymized form.

Article 8 Complaint and Claim regarding the Execution of the Study Agreement

8.1 SOMT B.V. intends to respond to the complaint as quickly as possible and to full satisfaction. SOMT B.V. can be reached by telephone and email for the handling of complaints of an administrative nature or about the content of the Course. These complaints will be answered by SOMT B.V. within ten working days, calculated from the date of receipt. Complaints that require a longer processing time will be answered immediately by SOMT B.V. with an acknowledgment of receipt and an indication of when an answer can be expected.

8.2 SOMT B.V. has a sufficiently publicized complaints procedure and handles the complaint in accordance with that complaints procedure. The complaints procedure can also be requested via **klachten@SOMT.nl**.

8.3 A complaint must be submitted to SOMT B.V. via the email address **klachten@SOMT.nl** in a timely, complete, and clearly described manner. Complaints that have not been submitted within 2 months are inadmissible. If the complaint cannot be resolved by mutual agreement, a dispute arises that is eligible for the dispute settlement of article 10.

8.4 Complaints regarding the examination/testing of the student must be submitted and handled in the manner described in the EER applicable for that Academic Year.

Article 9 Dispute Settlement

9.1 The agreement is governed by Dutch law, unless the law of another country applies based on mandatory law.

9.2 Disputes between you and SOMT B.V. about the conclusion or execution of agreements regarding services and items to be supplied or supplied by SOMT B.V. can be brought before The Disputes Committee for Private Educational Institutions ("De Geschillencommissie Particuliere Onderwijsinstellingen") by both you and SOMT B.V. More information can be found at: **www.degeschillencommissie.nl.**

9.3 The Disputes Committee will only handle a dispute if you have first submitted the complaint to SOMT B.V. in accordance with the provisions of article 9 and this has not led to a satisfactory solution for both parties.

9.4 A dispute must be submitted to The Disputes Committee within twelve months after the complaint has been submitted in accordance with the provisions of article 9.

9.5 A fee is due for the handling of a dispute.

9.6 When you submit a dispute to The Disputes Committee, SOMT B.V. is bound by this choice.

9.7 When SOMT B.V. wants to submit a dispute to The Disputes Committee, it must first ask you in writing to state within 5 weeks whether you agree to this. SOMT B.V. must announce that after the expiry of the aforementioned term, it considers itself free to submit the dispute to the regular court.

9.8 The Disputes Committee pronounces a decision with due observance of the provisions of the regulations applicable to it. The decision of The Disputes Committee takes the form of a binding advice.

9.9 In those cases exclusively for which a binding statutory dispute settlement is provided in formal education, such as that for the examination of the student, the provisions from paragraphs 2 to 8 of this article do not apply.

Article 10 Compliance Guarentee

10.1 The NRTO guarantees the compliance with the binding advice of The Disputes Committee for Private Educational Institutions by its members, unless the member submits the binding advice to the court for annulment within two months after it has been sent.

10.2 The NRTO does not provide a compliance guarantee if, before you have met the intake requirements (payment of complaint fee, receipt of completed and signed questionnaire, and any deposit) for the handling of the dispute, one of the following situations occurs:

- the member has been granted a moratorium on payments, or
- the member has been declared bankrupt, or
- the business activities have actually ceased.

The determining factor for this latter situation is the date on which the business termination is registered in the Trade Register or an earlier date, of which the NRTO can make it plausible that the business activities have actually ceased.

10.3 The guarantee by the NRTO is limited to €5000,- per binding advice. The NRTO provides this guarantee on the condition that you appeal to this guarantee, and that you transfer (cede) your claim based on the binding advice up to a maximum of the amount paid out to the NRTO simultaneously with the honoring of your appeal to the compliance guarantee. For the remainder, the NRTO has an obligation of effort to ensure that the member complies with the binding advice.

Article 11 Liability

11.1 Except in case of demonstrable intent or gross negligence of SOMT B.V., SOMT B.V. is, regardless of the legal basis on which the student's claim is based, only liable for compensation of damage up to a maximum of the invoice amount paid by the student for the Course.

11.2 SOMT B.V. is, regardless of the legal basis on which the student's claim is based, never liable for consequential damage, which in any case includes, but is not limited to, loss of profit, sustained losses, and incurred costs, 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.

11.3 SOMT B.V. is never liable for loss, theft, and/or damage to the student's property, regardless of where the Course takes place.

11.4 SOMT B.V. is, regardless of the legal basis on which the student's claim is based, not liable for damage caused by intent or gross negligence of its subordinates and/or non-subordinates for whom it is legally liable and/or third parties it engages in the execution of the Study Agreement.

11.5 The limitation of liability included in article 12.1 is not applicable if and insofar as SOMT B.V.'s liability for the damage in question is insured under any insurance agreement and the relevant insurer proceeds to pay out. In that case, SOMT B.V. is only liable for the amount paid out under the relevant insurance in the case concerned. SOMT B.V. is not obliged to assert rights under any insurance concluded by it if it is held liable by the student. The provisions of articles 12.2, 12.3, and 12.4 apply in full.

11.6 SOMT B.V. hereby stipulates that all statutory and contractual rights and defenses that it can invoke to avert its own liability are also for the benefit of all those involved in the execution of the Study Agreement.

11.7 SOMT B.V. may engage third parties in the execution of the Study Agreement.

Article 12 Force Majeure

12.1 If the proper fulfillment by SOMT B.V. is wholly or partially, temporarily, or permanently impossible due to one or more circumstances that are not attributable to SOMT B.V., including the circumstances mentioned in article 13.2, SOMT B.V. has the right to suspend the execution of the Study Agreement or to wholly or partially dissolve or terminate the Study Agreement with immediate effect, without being liable for any compensation.

12.2 Circumstances that are in any case not attributable to SOMT B.V. include (but are not limited to) a shortage of (guest) lecturers, work strikes, import, export, and/or transit prohibitions of auxiliary resources required for the Course,

transport problems, non-compliance with obligations by suppliers of SOMT B.V. or transport companies, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks.

12.3 SOMT B.V. will inform the student as soon as possible about the existence of a force majeure situation and communicate to what extent it can execute the Study Agreement.

Article 13 Partial Nullity/Conversion

13.1 If any provision of these general terms and conditions is wholly or partially null and void, illegal, non-binding, or unenforceable, the remaining provisions of these general terms and conditions remain in force. Parties will do everything possible to reach an 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 these general terms and conditions.

Article 14 Applicable Law/Competent Court

14.1 Dutch law applies exclusively to all legal relationships between SOMT B.V. and the student.

14.2 The court in Utrecht is competent to take cognizance of all disputes that may arise between SOMT B.V. 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 provisions.