

NICE B.V.
Netherlands Institute of Core Energetics
General Terms and Conditions

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Article 1. Definitions

In these General Terms and Conditions, the following terms are defined as follows:

Institute:

NICE B.V. (hereinafter also referred to as: the Institute), which within the context of these General Terms and Conditions also includes the Netherlands Institute of Core Energetics.

Applicant:

The individual who registers for a Training at the Institute.

Participant:

The natural person who participates in a Training provided by the Institute.

Training:

A coherent set of organized didactic activities. Under the umbrella term Training, the following are included:

- the four-year professional training offered by the Institute;
- the two-year transformational training offered by the Institute;
- the postgraduate training offered by the Institute;
- all one-day and multi-day workshops offered by the Institute.

Agreement:

Any agreement between the Institute and Participant whereby the Institute is obligated to provide a Training to the Participant in exchange for the payment of the applicable fee by the Participant.

Training Fee:

The amount the Participant owes to the Institute for attending the Training.

Accommodation Costs:

The amount the Participant owes for accommodation during the Training, either to the Institute or to the (legal) person facilitating the accommodation.

General Terms and Conditions:

These General Terms and Conditions, including the privacy regulations of the Institute.

Article 2. Applicability

2.1 These General Terms and Conditions explicitly apply to all Trainings offered by the Institute – thus (at least) to the professional training, the transformational training,

the postgraduate training, and all offered workshops – and thereby form part of every Agreement as defined in these General Terms and Conditions.

- 2.2 Deviations from the compilation of the General Terms and Conditions and/or the Agreement are only legally valid if agreed upon in writing between the Institute and Participant. Written communication includes email.
- 2.3 If one or more provisions of these General Terms and Conditions are null and void or annulled under Dutch law, the remaining provisions shall remain in full force and effect. The Institute and Participant will then consult to agree on a new provision to replace the null and void or annulled provision, in accordance as much as possible with the purpose and intent of the original provision.

Article 3. Registration for Participation

- 3.1 Registration for a Training can be done in writing, by email, or by phone. After registration, the Applicant will receive a registration confirmation via email, along with these General Terms and Conditions, which are declared applicable. From the moment the parties enter into an Agreement, these General Terms and Conditions apply to the legal relationship between them. By entering into the Agreement, the Applicant declares to agree with these General Terms and Conditions.
- 3.2 For the registration of Trainings – except for workshops – an intake interview is required after registration and confirmation. By submitting the registration form in such cases, the Applicant is not yet obliged to participate.
- 3.3 An Agreement must be concluded, except in the case of workshops and unless the Institute is willing to make an exception considering special circumstances, at least one month before the start of the Training. From the moment the Agreement is concluded, there is a 14-day period during which the Participant has the right to terminate the Agreement on reasonable grounds, in accordance with Article 5.3. This reflection period also applies if the Agreement is entered into by the Participant and the Participant has agreed with their employer or company that the employer/company will pay for the Training. If the Agreement is entered into by the employer or company of the Participant, no reflection period applies. If the Participant terminates the Agreement within 14 days prior to the start of the Training, the Participant owes the full training fee as specified in Article 5.3.
- 3.4 The Institute always handles the registration on a non-binding basis, with the reservation that the Institute is entitled to reject a registration for its reasons at any time.
- 3.5 If the Institute accepts the registration, it will be confirmed with an enrollment confirmation. In the case of one-day and multi-day workshops, receiving the enrollment confirmation along with these General Terms and Conditions results in an Agreement between the Participant and the Institute, to which these General Terms and Conditions apply. In the case of Trainings consisting of multiple modules

(such as professional training, transformational training, and postgraduate training), the Agreement is only concluded after signing the study agreement.

- 3.6 In the case of workshops, the Participant owes the amount related to the Training to the Institute based on the enrollment confirmation. The costs associated with a workshop to be attended by the Participant must be demonstrably paid in full before the start of the workshop.

Article 4. Content of a Training

- 4.1 The content of a Training corresponds to the main points stated on the Institute's website, in the relevant flyer, or in the Student Handbook. The Institute is entitled to make changes to the content of the Training at any time (including but not limited to the curriculum, the number of course days and/or hours, the location where the Training is provided), provided that the main points displayed on the website and/or in the flyer will not be abandoned.
- 4.2 The Institute ensures suitable accommodation for the Training.
- 4.3 The travel and accommodation costs, supervision and therapy costs, and the costs for purchasing study books are borne by the Participant. The Institute publishes the study program each academic year, listing the mandatory and recommended study books.
- 4.4 The Institute provides the necessary teaching materials for the Training – which explicitly does not include the prescribed study books – to the Participant.
- 4.5 The Participant is required to be present at the location where the respective module is provided during the training modules.

Article 5. Cancellation and Suspension of Trainings

- 5.1 The Institute is entitled at any time to change the training date or cancel the Training. The Institute will notify the Applicant/Participant as soon as possible. The Institute will offer a new Training where possible.
- 5.2 If the Institute, due to any circumstances, cannot conduct certain lessons or part of a Training, the Institute will offer these parts at a later time. The Participant has no right to a refund of the Training fees or a part thereof in case of such a rescheduling or relocation.
- 5.3 Cancellation of the Agreement by the Participant is only possible in accordance with the following provisions:
- 5.3.1 Cancellation must always be done in writing, including by email.
 - 5.3.2 If the Agreement is canceled no later than 4 weeks before the start of the Training, no Training fee is due.

- 5.3.3 If the Agreement is canceled within 4 weeks but no later than 14 days before the start of the Training, 50% of the Training fee is due.
- 5.3.4 If the Agreement is canceled within 14 days before or after the start of the Training, the full Training fee is due.
- 5.3.5 Where in the above, in Article 5.3.1 to 5.3.4, Training fee is mentioned, it refers to the Training fee for the respective training year in the case of the four-year professional training, and the Training fee for the entire course in the case of the two-year transformational training and postgraduate training.
- 5.3.6 If the accommodation costs were owed to the (legal) person facilitating the accommodation during the Training, the cancellation conditions of that (legal) person apply to the accommodation costs.
- 5.3.7 Any Training fees already paid will be refunded to the Participant upon cancellation by the Institute, to the extent that the Participant is entitled to it according to the above provisions.
- 5.3.8 In case of Participant's failure to attend (parts of) the Training, no refund of Training fees will be made.
- 5.3.9 In case of misconduct by the Participant or if the Participant violates the applicable order and safety measures, the Institute is entitled to deny the Participant access to the Training and the building, without being obliged to refund the Training fees.

Article 6. Payment Conditions

- 6.1 The Institute sends the Applicant an invoice for the Training to be followed, unless stated otherwise in the enrollment confirmation.
- 6.2 The Participant must pay this invoice in advance, and the amount must be credited to the bank account specified by the Institute two weeks before the start of the Training, unless otherwise agreed in the Agreement. Workshops must always be paid in full no later than the day before the workshop starts.
- 6.3 If payment is not made on time, the Institute is entitled not to allow the Participant to attend the Training and to invoke the (extrajudicial) termination of the Agreement.
- 6.4 Payment in installments is only possible with prior written permission from the Institute, with the payment arrangements recorded in the Agreement. Installment payment is not possible for workshops.
- 6.5 If the Participant defaults on their payment obligations, all extrajudicial collection costs are borne by the Applicant/Participant. The Participant is also liable for the statutory interest on the outstanding amount and the extrajudicial collection costs.

Article 7. Intellectual Property, Confidentiality, and Privacy

- 7.1 The Institute is at all times the sole rights holder concerning intellectual property rights on the items, materials, and information made available to the Participant unless the Institute indicates otherwise in writing.
- 7.2 The Participant will not reproduce or disclose the items, materials, and information mentioned in paragraph 1 to third parties.
- 7.3 The Participant is not allowed to make any changes to the items, materials, and information mentioned in paragraph 1 or their security.
- 7.4 The Participant is always obliged to keep the (content of the) items, materials, and information mentioned in paragraph 1 confidential and only use them for the purpose for which a user right has been granted.
- 7.5 If the Participant acts contrary to the provisions of Articles 7.2 to 7.4, the Participant is obliged to compensate the Institute for all resulting damages.
- 7.6 All information provided by the Participant to the Institute is treated confidentially by its staff and teachers and is only used for the purpose for which the information was provided.
- 7.7 The Institute's privacy regulations apply to the Agreement and these General Terms and Conditions. This includes the Participant's privacy rights under the General Data Protection Regulation. The privacy regulations are considered an integral part of these General Terms and Conditions. The Applicant will receive a copy of the privacy regulations along with these General Terms and Conditions when the registration confirmation is sent.

Article 8. Non-Competition

- 8.1 The Participant is not permitted to develop or provide a similar training based on the Training and accompanying teaching materials provided by the Institute without the Institute's express prior written consent.

Article 9. Liability

- 9.1 The Institute is in no way liable for costs and/or damage resulting from the cancellation of a Training and/or the rescheduling of a part of a Training to a later date.
- 9.2 The Institute is not liable for any damage that may arise to or from the Participant due to the provided lessons, advice, or instructions. The use of the teaching materials and the application of the given lessons, advice, and instructions are entirely at the Participant's own risk and expense.

Article 10. Examination

- 10.1 All examinations conducted or organized by the Institute are subject to an examination regulation which will be provided to the Participant by the Institute.
- 10.2 In cases where the applicable examination regulation does not provide for a situation, the Institute will decide.

Article 11. Complaints Procedure

- 11.1 If the Participant needs assistance or support in cases of undesirable behavior or breaches of integrity, the Participant can contact the confidential advisor appointed by the Institute (vertrouwenspersoon@praatuit.nl). The confidential advisor will listen to the issue, support and advise in seeking a solution informally, mediate if desired between the involved parties, and assist in filing a complaint if the Participant wishes. Every issue will be treated confidentially.
- 11.2 In disputes between the Participant and the Institute regarding any aspect related to or arising from the Agreement between the Participant and the Institute, a written complaint can be submitted via email or letter to the Institute's management. The Participant can submit a complaint up to 4 weeks after the conclusion of the relevant Training; after this period, the right to file a complaint expires.
- 11.3 The complaint must include at least: the name of the complainant, date, the date of the incident to which the complaint relates, a clear description of the complaint and the person or thing against which the complaint is directed, the reason for the complaint, and a signature.
- 11.4 Every complaint will be treated confidentially.
- 11.5 The management will handle the complaint. If this does not lead to a satisfactory solution for the Participant, the director is required to refer the complaint to the Institute's ethical committee.
- 11.6 The complaint will be processed within 4 weeks. If additional time is needed for investigation, the Participant will be notified within 4 weeks with the reason for the delay and an indication of when a resolution can be expected.
- 11.7 If the internal handling by the ethical committee does not lead to an acceptable solution for the parties, the Institute will ensure that the complaint is forwarded to an independent third party, who will then further handle the complaint.
- 11.8 Mr. D. Dekker, lawyer at Bonnier Advocaten in Wijchen, has been appointed as the independent third party as referred to in Article 11.7.

- 11.9 The Institute acknowledges the judgment of this independent third party as binding in advance. Any instructions from this party to the Institute will be followed within 6 weeks. The Participant may still appeal the decisions and rulings of this party to the competent court.
- 11.10 Complaints and their handling will be recorded and stored for 4 years after resolution.

Article 12. Applicable Law and Jurisdiction

- 12.1 Dutch law applies to all agreements and disputes arising from or related to these General Terms and Conditions and the agreements to which these General Terms and Conditions apply.
- 12.2 Only the District Court of East Brabant, location 's-Hertogenbosch, has jurisdiction over disputes arising from or related to these General Terms and Conditions and the agreements to which these General Terms and Conditions apply.