

GENERAL TERMS AND CONDITIONS - ENABLEMENT THROUGH RESEARCH & DEVELOPMENT (IN SHORT ENABLEMENT) - VERSION FEBRUARY 2011

ALGEMENE VOORWAARDEN – ENABLEMENT THROUGH RESEARCH & DEVELOPMENT - VERSIE FEBRUARI 2010

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Enablement

A van Leeuwenhoekweg 38 unit A16

Lions Gate

2408 AN Alphen aan den Rijn

The Netherlands

tel: 0031-172-499940

Tel: 0031-172-436953 (private)

Mobile: 0031-6-28485083

Fax: 0031-172-244976

e-mail: h.cornielje@Enablement.nl

internet: www.Enablement.nl and www.cbrtraining.com

Skype: Enablement

PART 1: GENERAL

Article 1: Acceptance, applicability and establishment

1.1 These General Terms and Conditions apply to all offers and agreements of Enablement as well as all legal relations arising from such offers and agreements.

1.2 These General Terms and Conditions consist of several parts, viz:

* part one: GENERAL

* part two: COURSES, TRAINING SESSIONS AND WORKSHOPS

* part three: CONFIDENTIALITY

1.3 Any deviation from these General Terms and Conditions will only be valid if explicitly agreed upon in writing.

1.4 Enablement will not accept any General Terms and Conditions provided by the client and/or customer, unless otherwise agreed upon in writing.

1.5 All offers made by Enablement are free of obligations, unless explicitly stated otherwise.

1.6 An agreement between Enablement and the client and/or customer will become effective through a written, verbal or internet (e-learning) assignment or enrolment or training agreement by the client and/or customer and/or participant and acceptance thereof by Enablement

1.7 An assignment, enrolment or training agreement will be considered as accepted by Enablement upon receipt, unless the client and/or customer has been notified of the contrary in writing.

1.8 Registration of participants for training sessions and courses provided by Enablement will take place in order of enrolment.

1.9 Enablement is entitled to immediately dissolve the agreement if the other party fails to fulfill its obligations, or if the other party files a petition in bankruptcy or applies for a moratorium or if the other party goes into liquidation or suspends its business activities.

1.10 At all times, Enablement is entitled to amend the General Terms and Conditions. Such an amendment will come into effect one calendar month after the date on which the amended

General Terms and Conditions were sent to the other party. If the other party objects in writing to the amendment, and does so not later than the date on which the amended General Terms and Conditions will come into effect, the original General Terms and Conditions will remain applicable to the other party.

Article 2: Business names

2.1 Enablement is also active under the business names mentioned in appendix one, with the corresponding logos and domain names.

2.2 These General Terms and Conditions will also apply to all activities Enablement carries out under the business names mentioned in appendix one.

2.3 Wherever in the assignment or training agreement Enablement or one of the business names stated in appendix one is mentioned, they are understood to mean the legal entity in which the local branch of Enablement carries out its activities.

Article 3: Rates

3.1 All rates published by Enablement are stated in EUROS and will be exempt from value added tax (VAT) in the Netherlands and exclusive of any other governmentally imposed taxes and levies. If and insofar as Enablement is subject to value added tax outside the Netherlands, this will be charged to the client and/or customer.

3.2 In the Netherlands, Enablement is exempt from value added tax, based on the decision of the Dutch Tax Department Haaglanden (Gouda branch).

3.3 Unless stated otherwise, all prices mentioned are per participant and include the course material provided by Enablement. Any travel- and living costs that is not provided by Enablement are excluded.

3.4 Living costs include, among other things, hotel, travel and accommodation expenses, also including boat, train and air trips..

3.5 Arrangements exclude, among other things, overnight stays, meals, snacks, refreshments, trips and movements, and accommodation.

3.6 Enablement reserves the right to adjust its rates prematurely, in compliance with a thirty day term. In case an announced increase in rate also applies to a current agreement, Enablement will be obliged to enter into a supplementary agreement with the client and/or customer, unless stated otherwise or additionally in the assignment or agreement.

Article 4: Payments

4.1 Unless agreed upon otherwise, payment of invoices of Enablement must be made, without any deduction or discount, within fourteen days from the date of invoice and/or prior to the training for which the participant or client has enrolled.

4.2 In the event that the due payment has not been received in time, the other party will be legally in default, without any notice of default being required. In addition, as of the date of invoice, without prejudice to the legal consequences of non-observance of agreements, the other party will owe an interest rate of 1.5% per calendar month, including part of a month.

4.3 Furthermore, Enablement is entitled to charge collection fees to the amount of 15% of the total amount owed, with a minimum of € 150.00, without prejudice to its right to claim the full collection fees.

4.4 In case it has been agreed that payment will take place in installments, each installment should be received on or before the expiry date. Should the other party fail to do so, he or she will be in default and the total amount owed will fall due immediately. All installments are specified in calendar months. For each installment, Enablement charges the client and/or customer a fee to cover the administrative costs and an interest rate of 1.5% per installment for loss of income.

4.5 Each payment made by the other party will initially be deducted from the interest and collection fees due and, subsequently, from the longest outstanding invoices, even if the other party states that the payment relates to a later invoice. The other party is by no means allowed to balance an outstanding debt arising from this agreement with a claim he or she may have against Enablement.

4.6 Any costs of payment will always be at the expense of the client and/or customer. Costs include, among other things: banking costs, urgency costs, translation costs, costs of transfer, costs of international transactions, costs of credit card transactions, costs of internet transactions, costs of differences in exchange rates and currencies. In case these costs come to the notice of Enablement after receipt of (part of) a payment by or on behalf of the client and/or customer, he or she is obliged, upon first instruction by Enablement, to proceed to the additional payment and/or compensation.

4.7 Enablement reserves the right to ask for a payment guarantee or a (partial) advance payment and to postpone the fulfillment of its obligations until this payment guarantee or advance payment has been received.

Article 5: Liability

5.1 Except for cases of intent or gross culpability, Enablement is not liable for any loss or damage the other party or any third party may suffer as a result of any action or negligence on the part of Enablement or its subordinates or third parties called in by Enablement.

5.2 Under no circumstances will the total liability of Enablement per event or series of events, in whatever capacity, exceed the amount the other party owes Enablement for the execution of the agreement. Furthermore, in case of periodic payments this amount will not exceed the compensation for one month at the most.

5.3 Liability for any kind of consequential loss, including loss of profits, is explicitly excluded.

5.4 In case Enablement, due to force majeure or unforeseen circumstances, is prevented from carrying out an agreement, Enablement may choose to postpone the execution for the duration of the impediment or annul the agreement, without any obligation to compensate.

5.5 Force majeure also includes shortcomings, whether or not accountable, in the performance by third parties called in by Enablement.

5.6 Unforeseen circumstances also include situations in which Enablement decides that the number of enrolments for a course, training session or workshop is insufficient.

5.7 Any complaint must be filed within eight days following the day on which the complaint arose or was discovered. If this term is not met, we are under no obligation to handle the complaint and the other party is considered to have approved the execution of the agreement.

5.8 In case of any loss or damage, the other party should notify Enablement in writing and as soon as possible, but not later than thirty days following the day on which the loss or damage arose or was discovered. Any loss or damage that has not been claimed within this term will not qualify for compensation

5.9 In any case, all legal actions taken by the other party against Enablement will lapse after the time limit of one calendar year, as from the day on which the relevant obligation arising from the agreement became due and payable and/or the event causing the loss or damage took place.

Article 6: Warranty

6.1 The other party is entirely liable towards Enablement for any loss or damage Enablement or third parties called in by Enablement might suffer due to nonobservance of the regulations

stated in these General Terms and Conditions and/or the agreement by the other party or its employees or its subcontractors.

6.2 The other party indemnifies Enablement against all legal actions taken by third parties that relate to a violation of its obligations arising from the General Terms and Conditions and/or the agreement by the other party or third parties that come within its area of responsibility, such as employees and subcontractors.

6.3 Furthermore, the other party indemnifies Enablement and all people working on its behalf against all claims and demands made by third parties due to a violation (whether or not alleged) of the rights of third parties or due to conflict with any legal regulation or other relevant rule.

6.4 In that case, Enablement will be fully compensated by the other party for all costs, losses or damages, and interest payments that might arise for Enablement and the people working on its behalf, including full legal costs.

Article 7: Intellectual property

7.1 All intellectual property rights with respect to the publications issued and made available by Enablement, including copyrights, trademark rights and database rights, are exclusively vested in Enablement.

7.2 Without the explicit prior written consent of Enablement, no publications issued or made available by Enablement may be reproduced, filed in a computerized database or made public in any way, shape or form, either electronically, digitally, mechanically, by photocopying, recording or in any other way.

7.3 The other party is not allowed to remove or amend any indication with respect to the intellectual property rights from the publications (educational materials) made available by Enablement.

7.4 „Publications (educational materials)“ comprise, among other things: texts, syllabi, readers, books, documents, digital files, files and learning internet application of Enablement („e-learning“).

Article 8: Other provisions part 1: GENERAL

8.1 In case one or more provisions in the General Terms and Conditions will prove to be fully or partially invalid, the other provisions will remain in full force and the invalid provisions will be replaced with lawful provisions which will come as close as possible to the parties“ intentions.

8.2 In all cases not or not fully covered by these provisions, Enablement will have independent authority.

8.3 If, during a short or longer period of time, Enablement allows deviations from these General Terms and Conditions, whether explicitly or tacitly, Enablement is still entitled to demand direct and strict observance of the General Terms and Conditions.

8.4 Enablement is entitled to assign its rights and obligations arising from the General Terms and Conditions and the agreement to an affiliated legal entity, in which case Enablement will notify the other party in time.

8.5 Except for evidence of the contrary, the records of Enablement will be evidence of the assignments and payments received from the other party and of activities performed by Enablement.

8.6 Enablement and the other party both acknowledge that electronic communication; in particular e-mail messages and registrations in the examination and learning internet application of Enablement („e-learning“) may be used in evidence.

8.7 All legal relations arising from the General Terms and Conditions and agreement(s) entered into with the other party are exclusively governed by Dutch law.

8.8 In case of multilingualism the Dutch language is preferred. In cases of dispute or conflict, Enablement is not obliged to provide the other party with translations, whether or not sworn. Any translation assignments and translation costs will at all times be at the expense of the other party.

8.9 In case of disputes, arising from the General Terms and Conditions and/or the assignment or agreement or from elaborating agreements, parties will initially attempt to solve these through mediation.

8.10 In case of mediation, Enablement will exclusively acknowledge international certified mediators.

8.11 Any disputes between Enablement and the other party which cannot be settled amicably, will initially and exclusively be brought to the district court, without prejudice to the right of Enablement to bring the case to another competent court or authority.

PART 2: COURSES, TRAINING SESSIONS AND WORKSHOPS

Article 9: Enrolment, annulment, cancellation, termination, alteration

9.1 At enrolment, the client and/or customer commits himself to following the entire course, as stated in the assignment, enrolment, training agreement or registration in the examination and learning internet application of Enablement.

9.2 Cancellation of courses, training sessions or workshops free of charge is possible until one calendar month prior to the planned starting date. Any training costs paid in advance will be refunded.

9.3 In case of cancellation of courses, training sessions or workshops within one calendar month and not later than three calendar weeks prior to the planned starting date, 50% of the total training costs will be due. Any training costs paid in advance will be balanced with the cancellation costs due. Any surplus will be refunded to the client and/or customer. Any deficit will be immediately due and must be paid by the client and/or customer at once.

9.4 In case of cancellation of courses, training sessions or workshops within three calendar weeks prior to the planned starting date or after the planned starting date, the total training costs will be due.

9.5 Cancellation of courses, training sessions or workshops is not possible when the participant or client, or a third party on behalf of the participant or client, has logged in on and/or has opened the „publications (educational materials)“ of the course, training session or workshop for which he or she has enrolled of Enablement.

9.6 In case of courses, training sessions or workshops with living costs, the living costs cannot be cancelled, regardless of the term of notice, unless agreed upon otherwise. Under any circumstances, the client and/or customer will owe the full living costs.

9.7 In case courses, training sessions or workshops take place on a location not owned by Enablement and/or include obligations not being part of the products offered by Enablement, such as boat, train and air trips, overnight stays and catering, the client and/or participant has direct liability. The client and/or participant indemnify Enablement. In case of a cancellation the client and/or participant himself will be responsible for cancellation of the arrangement, if possible. Therefore, acceptance by Enablement of a timely cancellation of a course, training session or workshop will not relieve the client and/or participant of his obligations with respect to the arrangement.

9.8 Staying away from a course, training session or workshop Enablement will not be considered to be an annulment, cancellation or termination of the course, training session or workshop.

9.9 Annulment, cancellation or termination should take place in writing. Annulment, cancellation and termination should take place before the first working day of the next working week.

9.10 At all times, the agreement will be annulled immediately after demise of the participant. The mutual rights and obligations arising from this agreement will end as soon as annulment has taken place.

9.11 Enablement reserves the right to fully or partially cancel the course, training session or workshop should the number of participants be insufficient. In this case, cancellation should take place not later than five working days prior to the starting date, or on an even shorter notice in case of special circumstances. Participants will be notified of this cancellation in time. Training costs that have already been paid will be refunded as soon as possible, unless new training dates have been determined in consultation with the client and/or customer and/or participant.

9.12 At all times, Enablement is entitled to replace trainers responsible for implementation of the courses with other trainers, prior to the starting date or during a course, training session or workshop.

9.13 Furthermore, Enablement is entitled to move a training or course to a different location, in which case participants will be notified as soon as possible. In case a participant has already made reservations at the initial location, Enablement will mediate between the participant and the organization concerned.

9.14 If need be, Enablement may deviate from the maximum group size and the number of supervising trainers as stated in its brochures and on its website.

9.15 All timetables, book lists and lists of literature have been offered under the explicit reservation that they are subject to alteration.

Article 10: Changing dates, postponement, replacement

10.1 Upon request, but no later than one month prior to the starting date, it is possible for participants to change the dates of a course, training session or workshop free of charge and to attend the same course, training session or workshop at a later date.

10.2 In case such a request is made later than one calendar month prior to the starting date of the course, training session or workshop, administrative costs to the amount of € 150.00 will be charged.

10.3 A change of starting date referred to in the two previous clauses does not affect the participants original obligation to pay. Enablement will notify the participant in writing of its decision with respect to the request.

10.4 A participant who is unable to attend may put forward a replacement free of charge prior to the starting date of the course or training, on condition that in the opinion of Enablement he or she meets the admission requirements.

10.5 Replacement at or after the starting date of the course or training is not allowed.

10.6 In case of an option on participation in a course, training session or workshop, the client and/or customer and/or participant should turn this option into a final enrolment not later than one calendar month prior to the starting date. If he or she fails to do so, the option will expire, after which no rights can be derived from it.

Article 11: Payments

11.1 Payment must be received not later than one calendar month prior to the starting date of the course, training session or workshop or prior to the date and time on which the participant or client or third party on behalf of the participant logs in for the first time on or opens the „publications (educational materials)“ and learning internet application of Enablement.

11.2 Payments should exclusively be made by bank transfer. Payments in cash will not be accepted.

11.3 In case of enrolment within one calendar month prior to, or after the actual starting date of the course, training session or workshop, or in case of logging in on the learning internet application of Enablement or in case „publications (educational materials)“ are opened in the learning internet application of Enablement, the training costs must be paid immediately.

11.4 In case the full payment has not been received prior to the starting date of the course or training, Enablement is entitled to deny the participant in question access to the course or training, in which case, however, the participant's obligation to pay remains in full force.

Article 12: Other provisions part 2: COURSES, TRAINING SESSIONS AND WORKSHOPS

Living costs

12.1 Course fees and training costs are not the same as living costs. Living costs are always stated separately and charged extra to the client and/or customer.

National holidays and official days off

12.2 Whenever possible, we take national holidays and official days off into account.

However, we must emphasize that this cannot be guaranteed. The holidays and days off referred to could be scheduled. No rights can be derived from such holidays and days off with respect to cancellation, termination and absence.

12.3 Both working days and weekends may be considered as training days.

12.4 Book lists will be provided. Book lists indicate syllabi, books and readers and are always included in the training costs.

12.5 upon attending at least 75% of the lessons certificates will be issued.

12.6 In case participants have missed part of a course, training session or workshop, they may be expected to catch up on the missed lessons

12.7 If a course, training session or workshop consists of several parts, units or sessions, catching up on missed lessons in a different group is possible.

12.8 All invoicing will take place from the Netherlands from the Dutch legal entity.

Complaints procedure

12.9 If a participant wishes to make a complaint about the quality of the training and/or is of the opinion that Enablement does not fulfill the obligations arising from the agreement, he/she may enlist in writing mediation by the conciliation service of Enablement. The complaint should be send to

Enablement

A van Leeuwenhoekweg 38 unit A16
Lions Gate
2408 AN Alphen aan den Rijn
The Netherlands

PART 3: CONFIDENTIALITY

8.1. Both during and after the end of courses, training sessions and workshops, the participants shall maintain the confidentiality of all information concerning Enablement,

its relations and employees as to which secrecy has been imposed, or the confidential nature of which it/he is aware or should be aware of, and it/he shall not use this information for any other purpose than is necessary in connection with performing its/his work under this contract.

- 8.2. The participant shall refrain from comments, misconduct and/or actions which might cause material or immaterial damage to the position of Enablement and/or its employees.
- 8.3 Enablement will never forward any information (including addresses etc) about students/participants of its training sessions, workshops or courses to third parties, unless prior permission is given by the participants.

APPENDIX 1

Business names

- Enablement through Research & Development: www.Enablement.nl & www.cbrtraining.com
- Enablement Publisher