

## TERMS AND CONDITIONS OF REGISTRATION AGREEMENT

All of the below mentioned terms and conditions apply unless a special agreement exists between MCE and the Client Company/ Organization, in which case, the special agreement overrides this Registration Agreement.

**1. General:** All services related to MCE's Open Enrolment Programmes are delivered by AMA Europe SA, rue de l'Aqueduc 118, 1050 Brussels, Belgium, BE 0814.778.422, hereinafter referred to as "MCE". These services are subject to the terms and conditions hereunder unless otherwise specifically agreed by in writing.

**2. Acceptance of Registration:** Registrations become firm and irreversible upon receipt of acceptance from the Client Company of both a) MCE's written Confirmation of Registration, and b) MCE's Terms and Conditions, unless specific conditions were agreed in writing between MCE and the Client Company.

**3. Transfer to alternative dates/programme:** A request from the Client Company in writing to transfer attendance to an alternative date or programme shall incur the following fees: more than 21 calendar days prior to date of programme – free of charge, 21 calendar days or less prior to the date of the programme, the full fees are applicable. The above is applicable for a maximum of one transfer request. Should the customer request a second transfer for the same registration, the cancellation policy will be applied to the initial transfer date (see cancellation policy in Article 5 below).

**4. Replacement:** A request from the Client Company to nominate another person to replace the initial participant should be submitted to MCE and will be free of charge if submitted more than 21 calendar days prior to date of programme. If submitted 21 calendar days or less prior to the date of the programme, the full fees are applicable. Should the customer request a second replacement for the same registration, the cancellation policy will be applied to the initial programme date (see cancellation policy in Article 5 below).

**5. Cancellation** A request from the Client Company to cancel a registration should be submitted to MCE in writing and will incur the following cancellation fees: more than 21 calendar days prior to date of programme – free of charge, 21 calendar days or less prior to the starting date of the programme, the full fees are applicable.

**6. No show** Non-attendance of a registered participant, without communication prior to start of programme, by the Client Company to MCE, will entail full payment of the Registration Fee.

**7. Force majeure** Force majeure circumstances include but are not limited to: serious personal issues, strikes, labour unrest, actions or inaction by public authorities, serious transport disruptions including breakdowns, driving bans or fuel shortages, natural catastrophes, health epidemics, quarantines, civil unrest, acts or terrorism or other acts of violence or war. The Client Company may request in writing postponement of attendance or a change of participant due to a force majeure. MCE may waive any

penalty fees due. However, force majeure cases should be communicated to MCE as a matter of urgency and will be handled on a case by case basis. MCE may re-schedule the programme due to a force majeure or changes in market demand. Any un-refundable related expense incurred by the Client Company may be submitted to MCE with supporting documentation.

**8. Invoicing & Payment conditions:** MCE will invoice the Registration Fee agreed in the written Confirmation of Registration sent by MCE to the Client Company. The Fee does not include VAT and/or local taxes. MCE will apply the VAT and/or local taxes as applicable in the country where the programme takes place. MCE's payment conditions a) Payment date: MCE's fees are payable 30 calendar days as of date of invoice. If the Customer confirms registration within the 45 calendar days prior to programme delivery, payment is due before the programme on the date specified on the invoice, unless otherwise agreed in writing with the Client Company. b) Means of payment: MCE's invoices are payable by bank transfer into one of MCE's bank accounts – net of bank charges – or by credit card (Amex only). c) Queries: any query in relation to an invoice must be reported in writing to MCE within 8 calendar days after receipt of the invoice. d) Late payment: any invoice unpaid on due date shall, immediately and without prior notice, bear an annual interest of 12% as well as a contractual indemnity for administrative costs of 15% of the remaining due amount with a minimum of 150 Euros. e) Absence of payment: if the Recipient of the invoice fails to pay, MCE reserves the right to refuse future registrations from the Client Company until full payment of all due amounts.

**9. Copyrights and Intellectual property rights:** All intellectual property associated with MCE and its programmes remain the exclusive property of MCE unless otherwise specified in the programme materials.

**10. Applicable law & jurisdiction** Unless otherwise specifically agreed in writing with MCE, the Client Company agrees that any disputes arising between MCE and the Client Company regarding this Agreement, shall be handled in accordance with Belgian Laws and subject to the jurisdiction of the Belgian Courts.