

**Registration agreement for preparatory studies for the entrance
examinations for medical faculties and
Online study course Pre-Recorded**

Registration date ____/____/____

Between

M. D. International Studies (US) LLC. 46-2168733
Address: 1140 Avenue of the Americas, New-York, NY, USA
Email: info@medicaldoctor-studies.com

(the “Company”)

Of the one part

And

Full name of student: _____

I.D. Number: _____

Address: _____

Cellphone: _____

Email address: _____

(the “Student”)

Of the other part

Whereas The Company operates a school which runs preparatory courses for entrance examinations for medical schools and/or faculties of medicine, dentistry and veterinary medicine in educational institutions abroad (the “**School**”);

Whereas The Student wishes to take an online course through the Company to prepare for the entrance examination to medical/dental/veterinary studies - please mark the course requested (the “**Course**”);

Whereas The Course is carried out in accordance with the detailed and publicized curriculum (the “**Curriculum**”) on the Company's website at www.medicaldoctor-studies.com - (the “**Website**”);

Whereas The prerequisite for admission to the School is a full matriculation certificate;

Whereas The Student meets the admission prerequisites for the course taught by the Company;

Whereas The Student has read, examined and understood the terms of registration, the contents of this Agreement and the Course and found them to his/her satisfaction;

Whereas The Student has expressed his/her desire to enroll in the School for the purpose of studying the Course in accordance with the conditions specified in the following Agreement.

Therefore, it has been agreed, declared and stipulated between the parties as follows:

Introduction, appendices and headings

1. The preamble to this Agreement and its appendices constitute an integral part of the Agreement.
2. The section headings are used for convenience only and no provision of this Agreement shall be construed in accordance therewith.
3. This Agreement is written in the masculine form for convenience only, but is intended for both men and women.

Company declarations

4. The Company declares that it has the knowledge, experience and skillset required to teach by means of an online course for the preparation for entrance exams for educational institutions in Europe (the “**Educational Institutions**”).
5. The Company declares that it enables its students to be examined through the Company, for entrance examinations for a number of institutions from the Educational Institutions. It is hereby clarified that the fact that the entrance examinations to these institutions will be conducted through the School does not indicate that the School has the ability to determine the admission criteria for these institutions and the ability to carry out the entrance examinations is provided to the Student as an additional service to the Course.
6. The Company declares that the instructors and/or lecturers who teach the Course on the internet have the knowledge, experience and capacity required to teach the Course and/or the material studied in the Curriculum.
7. The Company declares that the School has the professional aids required to teach the Course taught on the internet.
8. The Company declares that it allows any Student who chooses to take the Course through the Company the ability to do so, provided that the Student satisfies the admission requirements

for the Course as detailed in the preamble to this Agreement. It is hereby clarified that the Company does not examine the student's learning abilities.

9. The Company shall not be responsible for technical faults in the Student's personal computer and/or computer servers and/or the Student's home internet network, including technical malfunctions that are not under its control and/or responsibility.

Student declarations

10. The Student declares that he/she has the knowledge and skillset required to study the Course, including the knowledge and skillset required to study the course in English.
11. The Student declares that he/she has the ability and discipline to study the Course independently.
12. The Student declares that he/she does not have a criminal record.
13. The Student declares that he/she does not have any medical problems and/or disabilities of any kind that may prevent him/her from learning the Course via the internet and/or may cause disturbance and/or inconvenience to any of the employees of the Company and/or the other students in the Course, inter alia, participating in the virtual classroom with the instructor and other students in the Course.
14. The Student declares that he/she has not been expelled from an education institution for disciplinary offenses.
15. The Student declares that he/she understands that failure to comply with the School's guidelines regarding attending courses and/or attending lectures and/or independent study in the Course may detract from and/or harm his/her success in the entrance examinations for Educational Institutions.
16. The Student declares that he/she is aware that the obligation to enter and enroll in entrance examinations for any of the Educational Institutions, including the obligation to submit all the required documents for registration for the entrance examinations to the Educational Institutions applies only to the Student, and the Student will bear all the costs involved.
17. The Student declares that it has been made clear to him/her and he/she understands that his/her participation in the Course does not guarantee success in the entrance examinations for the Educational Institutions.
18. The Student declares that it has been made clear to him/her and that he/she understands that the success of the entrance examinations for the Educational Institutions is a result of the Student following the recommended study hours of the material, and to implement, from time to time, all the recommendations and highlights of the school's educational staff.

19. The Student declares that it is his/her responsibility to keep track of the School's updates published from time to time on the website.
20. The Student declares that it has been made clear to him/her that the date of the entrance examinations and the material for the entrance examinations may be changed by the Educational Institutions without providing advanced notice of such to the School and that the Educational Institutions has the ability and freedom to change the examination dates outline of the examinations and/or the study material with respect to the Student's entrance examination.
21. In addition, the Student understands that the lectures and exercises in the Course are intended for internal use of the Students of the Course only and that they cannot be copied, published, transferred and/or used in any way without the prior written approval of Course instructors and/or representatives of the Course.
22. The Student declares that any intervention by the Student on behalf of the Student in connection with his/her studies through the School for the purpose of receiving details and/or clarifying details from the School, in the name of the Student, should be appropriate and reasonable and if the intervention of the Student is inappropriate and reasonable, this will constitute a breach of the student's own undertakings.
23. The Student declares that it has been made clear to him/her that improper conduct on behalf of his/her family and/or anyone on his/her behalf is tantamount to inappropriate behavior of the Student and may lead to sanctions against the Student.
24. The Student declares that a breach of his/her obligations under this Agreement will entitle the Company to take legal action against him/her in order to enforce this Agreement and/or any of the provisions of this Agreement and/or to notify the Student of the cancellation of this Agreement.

Online course curriculum

25. Upon confirmation of enrollment and the payment of at least one of the three payments for the Course, the Student will be given permission to receive material on the website using a user name and password.
26. The Company's online course was developed using a course management platform (Moodle website).
27. The Course will take place in the form of sixteen calendar weeks.
28. As a result, the authorization granted to the Student to the website will be for 16 weeks (sixteen weeks), starting at the time of sending the authorization (user name and password) to the Student as stated in section 25 above.

29. Extension of the authorization period for the Student's use of the website, for any reason whatsoever, shall be with the approval of the Company only. This is the place to note that the Company may refuse this request by the Student.
30. The curriculum of the course is in accordance with the syllabus attached as an appendix to this Agreement. The syllabus shall be an integral part of this Agreement.

The syllabus is attached as Appendix 1 to the following agreement.

31. It is hereby clarified that the curriculum is similar in its format to the preparatory studies at the School and the Company recommends that Students ensure that they study the online Course in accordance with the above-mentioned study program. However, it is hereby clarified that each Student may choose to study according to a suitable study program.
32. Students will be given the option of simulating tests for entrance examinations for medical faculties. It is hereby clarified that these are simulations of examinations provided to the Company by the various faculties and universities, and the Company is not responsible for the text of the examinations to be taken by the students.
33. Students will be given the opportunity, in advance with an instructor, to enter a virtual classroom in which a live lesson will be held with the instructor. Details of classes in the virtual classroom will be mentioned in the syllabus. In addition, the Company will inform the Student in advance of the time that the lesson will be held in the virtual classroom during the lesson in the virtual classroom. The instructor will conduct the lesson and provide explanations of the material being studied and will answer the Students' questions.
34. In the event that the Student faces a technical problem that prevents him/her from learning through the Website, he/she should contact the representatives of the School secretaries who will try to solve the problem to the best of their ability. As stated in this Agreement, the Company is not responsible for individual technical problems to the Student's personal computer and/or computer servers and/or the Student's home internet network, and the Company shall not be liable for accidents beyond its control and/or responsibility.
35. It has been brought to the attention of the Student that the Company may add hours of study and/or amend the contents of the Course as it sees fit. Changes as stated in this section shall be brought to the attention of the Student in advance.

Consultation with the Course instructors

36. As part of the Course, the Student will be given the opportunity to consult with the teachers and lecturers of the school (the "**Consultation**"). It is hereby clarified that the use of this service involves an additional fee for the Student (and is not included in the "consideration"

section as stated in this Agreement). If a Student wishes to make use of this service, he or she must contact the School secretaries to obtain additional information about this service.

37. The Consultation shall be carried out through the Company's Website.

38. The Student must contact the teachers and lecturers of the Course in a courteous and proper manner.

Purchase of private tutoring for Students

39. The Student will be provided the opportunity to acquire a private lesson with one of the teachers and lecturers of the School.

40. The Student will purchase in advance a package of private lessons through the Company's Website after clarifying the identities of all the teachers who can provide him/her with private lessons, in accordance with the rate attached as an appendix to the Agreement below.

Private lesson rates are **attached as Appendix 2 to the following agreement.**

41. The duration of a private lesson is 60 minutes.

42. The Company will select the teacher who will teach the private lesson to the Student. At the same time, the Student has the option of choosing the teacher who teach him/her the private lesson, if it is hereby clarified that the Company does not undertake to appoint the teacher chosen by the Student.

43. The Student must coordinate and adapt the date of the private lesson according to the schedule of the teacher/lecturer chosen by the Company.

44. A Student who does not adapt to the schedule of the teacher chosen by the Company, and for this reason did not receive private lessons, will not receive his/her money back.

The connection between the Company to the Educational Institutions

45. The Company will provide the Student with information regarding the Educational Institutions who will be conducting admissions through the School. However, it should be clarified that the information regarding the Educational Institutions is provided to the Company by these institutions.

46. Without derogating from the provisions of section 45 above, it is hereby clarified that these Educational Institutions have the right to update and change:

- a. Information about these Educational Institutions without informing the Company in advance.
- b. The subjects studied for the entrance examinations for these Educational Institutions without prior notice to the Company.

- c. Admission requirements for these Educational Institutions without informing the Company in advance.
 - d. Examination dates.
 - e. The place that the examination will take place.
 - f. Date of enrollment.
 - g. Commencement date of the studies.
47. It should be noted that the Company undertakes to make efforts to receive any information and/or changes regarding the requirements for the entrance examinations in the Educational Institutions and undertakes to provide the Student with all updated and reliable information that is available to the Company.
48. Without derogating from the provisions of section 47, it is the Student's duty to examine all information with respect to the Educational Institutions, including the information detailed in section 45 above, independently with the Educational Institutions.
49. Neither the Company nor the School is responsible for the agreements of the Educational Institutions with hospitals in Israel and abroad.
50. As stated above, the Student must register for the entrance examinations independently. The Company will assist the Student but this matter is the sole responsibility of the Student.

Registration date for the Course

51. Registration for a preparatory course for medical studies can be completed throughout the year, but it is the Student's responsibility to coordinate the start date of the Course and the timeframe of the Course to the examination dates for the Educational Institutions as of the signing date of this agreement:
- a. Entrance examinations take place in January/February of each calendar year.
 - b. Entrance examinations take place in April/May of each calendar year.
 - c. Entrance examinations take place in June/July of each calendar year.

Entrance examinations for Educational Institutions

52. The Company will assist the Student to register for entrance examination for Educational Institutions.
53. The Company is not responsible for enrolling Students in entrance examinations for the Educational Institutions and is not responsible for the documents that the Student has been asked by the Educational Institutions to provide, as well as if the Student did not provide all the documents that he/she was asked to provide to the Educational Institutions.

54. The Company is not responsible for the dates of entrance examinations for Educational Institutions, including their advancement, rejection or cancellation.
55. The syllabus of the school attached as an appendix to the following Agreement is determined according to the syllabus published by the Educational Institutions and according to the acceptance examinations for the Educational Institutions that were held prior to the date of signing the following Agreement.
56. However, it is hereby clarified to the Student again that it is possible that the material to be taught at the School will not be fully compatible with the material upon which the Student will be examined in the acceptance examinations, and there is a reasonable possibility that the Educational Institutions or any of the institutions will decide make more difficult and/or amend the admission prerequisites without informing the School in advance, including the decision to ask questions with respect to material not included in the list of subjects (the "**Syllabus**").
57. The Company will allow the Student to take the entrance examinations for a number of Educational Institutions in the School, only after the Student registers for the entrance examinations and pays the registration fees for these Educational Institutions.
58. It is hereby clarified that the Student must bear the costs of registration for entrance examinations to the Educational Institutions and any additional financial costs involved in registering for entrance examinations for the Educational Institutions.

Discipline

59. The Student understands that a violation of one or more of the disciplinary sections is grounds for rescinding this Agreement without the Student having the right to receive any refund whatsoever.
60. During the entire course, and thereafter, the Student undertakes to behave appropriately, inter alia, when communicating with the Company and/or with the other students in the Course, while participating in online classes and in correspondence with the various student groups.
61. The Student undertakes to comply with the instructions of the Company, its directors, employees, instructors and teachers.
62. The Student undertakes to perform the tasks and/or assignments in the best possible manner while abiding by the rules of how to perform the tasks and/or assignments.
63. The Student undertakes not to take any actions which may cause unfair and/or undue influence on the results of the Course examinations.
64. The Student undertakes not to take any actions which violate the privacy of other students in the course and/or harm the privacy of faculty members and/or instructors and/or representatives of the Company.
65. The Student undertakes to make sure that any contact made for the purpose of clarifying and/or requesting information from the Company representatives and/or the instructors of the Course will be conducted in a polite and proper manner. In the event that the Student asks to be assisted by his/her relatives and/or acquaintances for the purpose of such a clarification, he/she

undertakes to ensure that individuals acting on his/her behalf and/or his family and/or his acquaintances will contact Company representatives and/or instructors of the Course in a polite and proper manner. Unlawful conduct by someone on behalf of the Student, his/her family and/or his/her acquaintances is tantamount to a breach of this Agreement with all that entails.

66. The Student undertakes not to perform any action which constitutes a breach of any law and/or statute and/or other regulation, whether existing prior to the Student's signing of this Agreement and/or whether implemented and/or enacted during the existence of this Agreement and/or following this Agreement.

The term of the Agreement

67. The term of the Agreement shall be in accordance with the date of approval of acceptance and will end after sixteen calendar weeks, unless extended with the Company's approval, as stated in section 29 of the above Agreement.

68. Notwithstanding the provisions of section 67 above, the obligations of the parties towards one another that may affect the Company's rights shall remain valid even after the termination of this Agreement, including the payment of the Consideration as defined in this Agreement, including the undertakings with respect to confidential information as defined in this Agreement.

Consideration

69. For the duration of the Course, as stated in this Agreement, the Student will pay the Company the amount of Euro €2,300 + VAT (the "**Consideration**") according to the euro exchange rate on the date of registration.

70. The Student may divide up the payment of the Consideration to up to three payments.

71. In any event, the Student will pay in advance all payments for the Course.

72. A condition for participation in the Course is making the payments on time and in order.

73. The Company shall be entitled to terminate the Student's studies at any time if one or more of the payments are not paid in order.

74. The Student will not be given the right to postpone the date of the Course to which he/she was enrolled and/or to request that this Agreement be made on a date other than the date on which the Student was enrolled under the terms of this Agreement.

75. At the same time, the Company has the right to grant the Student special written approval to postpone the Course to another date, at its sole discretion.

Protecting the intellectual property rights of the Company

76. All services and/or information and/or materials and/or documents provided by the Company as part of the Course, without exception, will be considered as the absolute property of the

Company. The Student will not use any document or material that he/she received during the Course, but for the purposes of his/her studies only.

77. Any other use (not for studying) of any document and/or program and/or study material received and/or exposed to during the Course of studies will require the Student to obtain the prior written approval of the Company.
78. The copyright of all the curricula and/or documents and/or practice manuals and/or files and/or presentations and/or on-line lessons and/or tests and/or questions (the “**Materials**”) to which the Student was authorized to use and/or exposed to during the Course, shall remain the property of the Company and the Consideration paid by the Student for the Course will not grant the Student the right to make prohibited use of the Materials he/she received during the Course and/or grant the Student the right to make prohibited use of Materials received during the Course following the Course.
79. The Student will not be allowed to entitle another person to view the contents of the website intended solely for his/her use, even if the other person is also a student at the School.
80. The Student will not be allowed to transfer the username and password to the study material on the website, to another person, even if the other person is also a student at the School.

Confidentiality

81. The Student undertakes to keep confidential and not to transfer, notify, transmit or direct to any party, directly or indirectly, and/or in any way whatsoever, any information with respect to the online Course, including educational material, questions, examples, syllabus, examination examples, knowledge, trade secrets, data and/or documents of any kind which according to their nature are not relating to the general assets (“Confidential Information”) that the Student will have due to or in connection with his/her studies with the Company as stated in this Agreement, in effect or in connection with the execution of this Agreement, before and/or thereafter.
82. The Student undertakes not to use Confidential Information for any purpose other than for the purpose of his/her studies and/or preparation for the entrance examinations in the Educational Institution, all in accordance with this Agreement, without the prior written approval of the Company.
83. The obligations set out in this section are not limited in time and will remain in force after the termination of this Agreement, regardless of the reason for which the following Agreement has expired or expired and regardless of who initiated or terminated the Agreement.

Transferring to an on-campus course at the School

84. A Student who engages with the Company under this Agreement for the purpose of taking an online Course and who wishes to transfer to an on-campus course at the School may submit a request to transfer courses at the School.

The text of the application to transfer courses in the School is **attached as Annex 3 to this Agreement.**

85. The transfer requires two cumulative conditions:

- a. The School's approval of the Student's request.
- b. The Student paying for the transfer of the Course from the online course to the on-campus course at the School which will be calculated after his/her application has been approved.

Cancellations

86. A Student may not request to cancel his/her participation in the Course, after he/she has received a user name and password for the study material on the Website.

87. In addition, a Student who has registered in advance for a number of Educational Institutions, but then decides that he/she does not wish to perform all the entrance examinations for which he/she was registered, will not be entitled to cancel his/her registration and to request a refund.

Breach of Agreement

88. A fundamental breach shall occur when one of the parties to this Agreement breaches one of the terms of the Agreement and has received a written notification of such in which the infringing party was requested to retract the breach (the "**Warning**") and to correct the breach within fourteen days from the date on which the infringing party received warning notice.

89. If the breach of the Agreement will cause damage of any kind to the Company and/or anyone on its behalf and/or the other students and/or any other third party, the Student will be liable for damages and/or to pay the injured party.

90. Insofar as a fundamental breach of sections 69-80 of the following Agreement occurs, the Student shall pay the Company compensation in the amount of US \$14,000, without derogating from the remedies granted to the Company by virtue of the provisions of the law.

Jurisdiction and Venue

91. In the event of a dispute between the Company and/or anyone on behalf of the Company and the Student which is not resolved by the Company, the parties will be entitled to apply to the Court in the State of Israel only and in the Central District only.

92. Any dispute whatsoever, which will arise between the parties to this Agreement, as it may arise, shall be governed by Israeli law only.
93. A breach of sections 91-92 of the Agreement shall entitle the injured party to equal compensation for legal expenses incurred by the injured party as a result of the dispute being resolved in a legal tribunal other than as provided in this section (the "**Agreed Compensation**"), regardless of the outcome of the legal proceeding.
94. The injured party shall have the right to present to the offending party invoices for legal expenses incurred, and the offending party will be obligated to pay such expenses, regardless of the outcome of the legal proceeding.

Addresses and notices

95. The Student's email address is as specified in the preamble of the Agreement, and any notice provided to the above address shall be deemed to have reached its destination within 48 hours from the time it was sent.
96. The Student shall notify the Company of a change in his/her address. A notice under this section shall be given in writing to the Company.

Amending the Agreement or the terms

97. The parties agree that any amendment to the Agreement or the General Terms shall be valid only when made in writing and signed by the authorized representatives of the Company and/or the Student. It is agreed that the failure of either party to enforce any provision of the Agreement will not constitute a waiver.
98. The Student's rights and obligations under this Agreement may not be assigned to any third party except with the prior written consent of the Company.

In witness whereof, the parties hereby sign the agreement as follows:

Stamp and Company's signature

Student's name, ID number and signature