

General Terms and Conditions Aprezo

General Terms and Conditions Aprezo, located at 16 Stokroos, 2317 EP at Leiden, registered with the Chamber of Commerce with the number 58139141.

Article 1 General/Definitions/Applicability.

In these General Terms and Conditions, the following terms, always capitalized, are used with the following meanings:

1.1 The General Terms and Conditions apply to all services provided by Aprezo and to all Clients and their legal successors, respectively.

1.2 If one or more provisions of these General Terms and Conditions are void or annulled, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

1.3 Services: all work commissioned, or resulting from, or directly related to, the order, all in the broadest sense of the word. These General Terms and Conditions also apply to additional and follow-up assignments.

1.4 The Client/Customer: the party that uses the services of Aprezo, including its legal successors.

1.5 Agreement: the agreement between the Parties for the provision of Aprezo's services to the Client to which these General Terms and Conditions of Delivery apply.

1.6 Aprezo, a one-woman business established at Stokroos 16, 2317 EP in Leiden, the Netherlands, registered with the Chamber of Commerce under number 58139141 and with VAT number NL001592521B07. M.J.W van Oosterhout-Harmsen owns and carries out the assignments, either alone or together with separately hired third parties. All provisions of this agreement also apply to potentially hired third parties.

1.7 Responsible party, Data Controller, Personal Data, Processing and Processing have the meaning given to them in the applicable legislation on personal data protection which is described in the Privacy Statement which can be viewed on the website.

1.8 Terms and conditions used by the Client shall not apply unless expressly accepted by Aprezo in writing.

Article 2: Formation and performance of the contract.

2.1 All offers and quotations of Aprezo are without obligation.

2.2 Quotations of Aprezo are based on the information provided by the Client. Once the quotation has been signed, the Client has a period of 14 days to reflect on it free of charge.

2.3 The Client guarantees that to the best of his/her knowledge he/she has provided all essential information for the design and execution of the investigation. Aprezo will perform the services to be provided to the best of its knowledge and ability and in accordance with the requirements of good workmanship. For coaching, see the Code of Ethics of the International Coaching Federation (ICF).

2.4 This obligation is in the nature of a "best efforts obligation", as achieving the intended result cannot be guaranteed. Aprezo will make every effort to achieve a positive result but cannot guarantee that this result will be achieved. In performing the Agreement, Aprezo will act in a manner that may be expected of a coach acting reasonably and reasonably competent.

2.5 The quotation defines the scope of the assignment, the services to be performed, the period of performance and the price agreement, and is signed by the client within the given time period and is therefore binding, subject to articles 2.7, 4 and 6 of these General Terms and Conditions.

2.6 The Agreement for the online Mentally Fit program, individual and team coaching, and training courses and workshops comes into effect when the (digital) order confirmation signed by Aprezo and the Client is received by Aprezo.

2.7 Aprezo has the right:

- a) to make interim changes to the content of a team/training program for reasons of qualitative improvement or if Aprezo reasonably decides otherwise;
- b) to determine, if applicable, the group size with respect to trainings, workshops and group coaching sessions in a program;
- (c) to change the schedule of components of a program with respect to place or time in the interim;
- (d) determine which teacher/trainer will conduct a training or coaching session, and, if necessary, replace a teacher/trainer in the interim;
- e) in case of insufficient registrations or for other reasons of its own, to cancel a group coaching session or program completely before the start. Clients accepted by Aprezo and with whom an Agreement has been concluded will be notified thereof without Aprezo being required to give reasons, after which their payment obligations will expire and/or payments already made will be refunded;
- f) to refuse (prematurely) the participation of a specific Client for reasons of its own. The Client will be notified of this without Aprezo being required to give reasons, after which the Client's payment obligations will expire and payments already made (in proportion to services not yet received) will be refunded;

g) Aprezo has the right to change or cancel a program prematurely without giving reasons. In case of full cancellation, the Client is entitled to a refund of the amounts paid by him/her, less any amounts due for services already rendered by Aprezo in the meantime.

Article 3 Prices and rates

3.1 With regard to the Customer as a Consumer, the prices and rates are expressed in euros, including VAT and other government charges, unless stated otherwise.

3.2 With regard to the Client in the capacity of Business, the prices and rates are expressed in euros, exclusive of VAT and other government charges, unless indicated otherwise.

3.3 Prices and rates are exclusive of travel, accommodation, materials, delivery or shipping costs, unless otherwise indicated.

3.4 If no rate has been explicitly agreed upon, the rate will be determined on the basis of hours actually spent and Aprezo's usual hourly rates.

3.5 Aprezo shall inform the Client of all additional costs in time prior to the conclusion of the Agreement or shall provide data on the basis of which these costs can be passed on to the Client.

3.6 If Aprezo agrees on a fixed price or rate when concluding the Agreement, Aprezo shall be entitled to increase this price or rate, even if the price or rate was not originally given under reserve.

3.7 If Aprezo intends to change the price or rate, it shall inform the Client as soon as possible.

3.8 If the increase of the price or rate occurs within three months after the conclusion of the Agreement, the Client may rescind the Agreement by a written statement, unless:

- the increase results from a power or an obligation of Aprezo under the law;
- the increase is caused by a rise in the price of raw materials, wages et cetera, or on other grounds that could not reasonably have been foreseen at the time the Agreement was concluded;
- Aprezo is still willing to perform the Agreement on the basis originally agreed upon;
- it has been stipulated that the performance is to take place more than three months after the Agreement was concluded.

3.9 The Client has the right to terminate the Agreement if the price or rate is increased more than three months after the conclusion of the Agreement, unless it has been stipulated in the Agreement that the performance will be carried out more than three months after the conclusion of the Agreement.

3.10 Aprezo shall notify the Client of any intention to increase the price or rate. Aprezo will state the scope of and the date on which the increase will take effect.

Article 4: Duration and Termination of the Agreement

4.1 The Agreement is entered into for a term as stipulated in the Agreement and can only be terminated prematurely by the Client in consultation and agreement with Aprezo.

4.2 Aprezo shall have the right to terminate all or part of the Agreement with immediate effect by written notice without notice of default and without judicial intervention in the event that the Client is granted suspension of payment - provisional or otherwise - or if his/her company is liquidated, declared bankrupt or terminated in any other way. If premature termination is proceeded with, Aprezo shall be entitled to compensation of costs reasonably made by Aprezo as a result of the premature termination of the Agreement.

4.3 If and to the extent Customer requests termination, the documents made available to Customer shall be returned to Client, except that Aprezo is entitled to keep documents or copies thereof to comply with applicable laws and regulations.

4.4 Aprezo has the right to execute the Agreement in stages.

Article 5: Obligations, warranties and indemnities

5.1 The Client is required to make all data and documents that Aprezo believes it needs for the correct execution of the awarded order available in time, in the desired form and in the desired manner.

5.2 The Client represents and warrants to Aprezo that during the term of this Agreement he/she will not use Aprezo's Services in a manner that may constitute a violation of any law or regulation.

5.3 The Client shall indemnify and hold Aprezo harmless from and against all losses, actions, causes of action, claims, demands, costs, liabilities, penalties, or fines, costs (including legal fees) and damages suffered by Aprezo, which are not the result of Aprezo's actions, due to

(i) a claim by a third party against Aprezo in connection with any (alleged) breach by Customer of the terms, representations and warranties in this Agreement or any misrepresentation under this Agreement,

(ii) based on any other (alleged) fault, act or omission by Customer or its affiliates to comply with this Agreement.

This Article 5 shall remain in effect after termination of this Agreement.

Article 6: Involvement of third parties in the performance of the contract.

The involvement or engagement of third parties in the performance of the assignment by the client or by Aprezo shall take place solely by mutual agreement.

Article 7: Payment

7.1 Payment by the Client shall take place, without deduction, discount or setoff, within the invoice term applied by Aprezo, but in any case, no later than thirty (30) days after the invoice date.

7.2 Payment is to be made in Euros by means of transfer to a bank account to be designated by Aprezo.

7.3 Aprezo is not obliged to execute the Agreement and provide the Client with access to the Program until the agreed price has been paid in full.

7.4 If the Client has not paid within the term mentioned in article 7.1, Aprezo shall have the right, without prejudice to Aprezo's other rights, to charge the Client the legal trade delay interest from the due date until the date of full payment.

7.5 In case of non-timely payment, Aprezo is entitled to suspend the performance of the work without any liability for damages on Aprezo's part.

7.6 If no payment is made after the term of payment has expired and Aprezo is forced to take collection measures, the Client shall owe extrajudicial collection costs of at least fifteen percent (15%) of the sum due, with a minimum of €125. If Aprezo - after notice to that effect - has to take collection measures, the Client shall be required to pay, in addition to the principal sum due and the statutory interest, all actual judicial and extrajudicial costs (i.e., not only the liquidated costs) related to the measures and proceedings concerned, including the number of hours involved in said collection measures at hourly rates as referred to in article 3.4.

7.7 The Client shall submit complaints concerning activities and/or invoices to Aprezo within eight (8) days after the invoice date at the latest, failing which the Services provided and/or invoices shall be deemed to have been accepted and approved by the Client, and complaints in that respect will no longer be accepted.

Article 8: Cancellation, termination, non-availability

8.1 Cancellation of a program or cancellation of the Agreement respectively shall be made by the Client immediately by registered letter to Aprezo.

8.2 In case of cancellation by the Client of training and related activities within five (5) working days before the start of the activity concerned, the Client shall pay one hundred percent (100%) of the cost of the cancelled hours or of the agreed principal sum, as the case may be. In case of cancellation more than five (5) working days in advance, Customer shall pay fifty percent (50%) of the cost of the cancelled hours or of the agreed principal amount.

8.3 For cancellation by Client of coaching and other counseling programs within twenty-four (24) hours before the start of the relevant activity, Client shall owe one hundred percent (100%) of the cost of the cancelled hours or of the agreed principal amount. In case of cancellation between twenty-four (24) and forty-eight (48) hours before the start of the activities, Aprezo has the right to charge fifty percent (50%) of the costs. In case of

cancellation more than forty-eight (48) hours prior to the commencement of these activities, Aprezo is entitled to charge twenty-five (25%) percent of the costs. Charge. This will be done in consultation with the Client.

8.4 The Client shall owe one hundred percent (100%) of the total agreed principal sum if, even without cancellation, he/she does not use the agreed Services at all.

8.5 After cancellation before the end of the purchased Service, the Client remains obliged, irrespective of the reason for cancellation, to pay the outstanding payments as stipulated in this article 7. Aprezo is not bound to refund the amount paid by the Client in case of cancellation/cancellation by the Client.

8.6 Rescheduling of scheduled Team Coaching sessions, courses and/or training days in a program is only possible in exceptional situations, which shall be at the sole reasonable discretion of Aprezo.

8.7 Any missed conversations, course moments and training days cannot be made up and will not result in a change (reduction) of the Client's (payment) obligations unless otherwise agreed in writing with Aprezo.

8.8 The number of conversations and/or course moments to which the Client is entitled must be taken up within the program duration. If one or more conversations have not been recorded at the end, they will expire unless otherwise agreed in writing with Aprezo.

8.9 In case of illness, Aprezo has the right to have its work performed by third parties in consultation with the Client.

8.10 Illness does not constitute force majeure. If Aprezo is unable to appoint a third party to perform its work, the Client shall give Aprezo the opportunity to resume its work within four weeks and fulfill the Agreement.

8.11 If Aprezo is unable to resume its work after four weeks and in case of long-term illness, Aprezo shall be in default by operation of law and the Client shall have the right to terminate the Agreement.

Article 9: Privacy, ethical code and complaints about the work as a coach

9.1 All personal data provided to Aprezo shall be kept strictly confidential by Aprezo in accordance with applicable data protection laws.

9.2 Aprezo and the Client shall each:

- (a) take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;

- (b) assist the other Party with their respective responsibilities under applicable data protection legislation, in particular with respect to the exercise of Data Subjects' rights.

9.3 Where Aprezo receives Personal Data from the Client, the Client shall ensure that there is no prohibition or restriction that would prohibit the sharing of such Personal Data or limit what is necessary within the legal frameworks of administration and website management as set out in Aprezo's privacy statement.

9.4 Aprezo retains Personal Data for as long as necessary for Aprezo to perform its Services for the Client, provide future Services, or as required by law.

9.5 Where Aprezo processes Personal Data as a Data Processor on behalf of the Client, Aprezo will:

- (a) process the Personal Data only as necessary to perform its obligations under this Agreement or as required by applicable laws and regulations;
- (b) comply with reasonable written instructions communicated to it in advance by the Client regarding the processing of the Personal Data;
- (c) provide reasonable assistance to Client in fulfilling its obligation to respond to requests relating to data subjects' rights (including access, update and deletion requests);
- (d) ensure that all of its employees and representatives who have access to and/or process Personal Data have committed to appropriate confidentiality obligations; and
- (e) not transfer Personal Data outside the European Economic Area, except that such transfers are permitted if there is a mechanism for data subjects to assert their rights and obtain effective remedies and the data exporter can demonstrate that it has put into effect one or more such approved safeguards and/or has written consent from the Customer.

9.6 Aprezo is required to comply with the Code of Ethics of the International Coaching Federation (ICF), which safeguards privacy and governs the separation of interests. Should a complaint nonetheless arise regarding a breach of privacy or any form of conflict of interest, it must first be reported in writing to Aprezo within 8 days of the incident, and a report can be filed with the ICF's independent complaints committee via email:

info@coachingfederation.nl.

Article 10: Confidentiality

10.1 Subject to an obligation to disclose under any provision of law, (professional) rule, (European) directive and/or any other regulation, both Parties shall be obliged to maintain confidentiality vis-à-vis third parties and the Parties shall not be entitled to use the information made available to them by the Client for any purpose other than that for which it was obtained.

10.2 Unless prior written permission has been granted by Aprezo, the Client shall not share with third parties or otherwise disclose the contents of reports, advice or other statements made by Aprezo, written or otherwise, that have not been drawn up or made with the intention of providing third parties with the information contained therein. The Client shall also ensure that third parties cannot take cognizance of the contents referred to in the previous sentence.

10.3 Aprezo shall impose its obligations under this article 10 on third parties it engages.

Article 11: Intellectual Property

11.1 Aprezo reserves all rights with regard to products of the intellect that it develops and/or uses in the context of the performance of the Agreement.

11.2 The intellectual property rights to trademarks, logos, training courses, programs, documents, brochures, hand-outs, lectures, exercises, offers, expressions, e-zines, e-mails, models, techniques, other documents and information resulting from the Client's work and software used by Aprezo are vested in Aprezo or its licensors, unless another party entitled to a work has been indicated.

11.3 The Client is expressly forbidden to duplicate, disclose or exploit those products, including training courses, programs, documents, brochures, handouts, lectures, exercises, offers, e-zines, e-mails, models, techniques, other documents, and information resulting from the Client's work, all this in the broadest sense of the word, with or without the engagement of third parties. Publication can only take place with the prior written permission of Aprezo.

11.4 It is not permitted to remove or change any copyright notices from information provided by Aprezo.

Article 12: Liability

12.1 In no event shall Aprezo, nor its representatives, directors, affiliates, or agents be liable for any indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities in real estate, or business interruptions or other intangible losses (even if such parties were informed 1 In no event shall Aprezo, nor its representatives, directors, affiliates, or agents be liable for any indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities in real estate, or business interruptions or other intangible losses (even if such parties were informed knew of or should have known of the possibility of such damages, and notwithstanding the failure of the essential purpose of any limited remedy) suffered by Client in connection with the Agreement, whether such damages are based on the Agreement, tort (including negligence and strict liability), warranty, statute or otherwise.

12.2 Aprezo's liability for direct damages, whether based on breach or tort, with respect to this Agreement shall be limited in the aggregate to the total amount billed to Client during the six (6) months preceding the act or omission on which such liability is primarily based.

12.3 The limitations of liability set forth in this Agreement shall not apply in the event of gross negligence or willful misconduct by either Party.

12.4 Neither Party shall be liable for any delay or failure to perform its obligations if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, fires, strikes, insurrections, riots, embargoes, inability to obtain supplies, refusal, or revocation of licenses or regulations of civil authorities, fire, force majeure, floods or network breaches, defects in third party equipment, including third party computer hardware or third party software.

Article 13 Force Majeure

13.1 In addition to its definition in the law and case law, force majeure in these General Terms and Conditions includes all external causes, foreseen or unforeseen, that are beyond Aprezo's control and as a result of which Aprezo is unable to fulfil its obligations.

13.2 Circumstances that constitute force majeure include: strikes, lockouts, fire, water damage, natural disasters or other external calamities, mobilisation, war, traffic restrictions, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machine parts, lack of labour force, as well as any circumstances that impede the normal operation of business as a result of which Aprezo cannot reasonably be required by the Client to comply with the Agreement.

Article 14: Expiration terms

The provisions of these General Terms and Conditions, which are expressly or tacitly intended to remain in effect after the termination of the Agreement, shall thereafter remain in effect and continue to bind the Parties. The limitation period is one (1) year.

Article 15: Applicable law and choice of forum

15.1 All agreements between the Client and Aprezo to which these General Conditions apply shall be governed by Dutch law.

15.2 All disputes and those relating to agreements between the Client and Aprezo and the legal relationship resulting from them that cannot be settled out of court between the Parties shall be settled by the competent court in Aprezo's district.