

## GENERAL CONDITIONS THE BOOST COACH

The Boost Coach is part of Boost Coaching Consulting & Communication and as Boost Coaching Consulting & Communication registered at the Chamber of Commerce with registration number 60266929, VAT number NL177743359B02.

### **Article 1. Definitions**

1. Principal: any person or legal body who/which enters into a contract with The Boost Coach or with whom The Boost Coach is negotiating to conclude a contract.
2. Client: the person who participates at The Boost Coach in a coaching, support or advisory track, a workshop or training or similar activities, on request or by order of Principal.
3. Assignment: every order of Principal in any form whatsoever.
4. Contract: every Contract concluded between The Boost Coach and Principal, each adjustment or addition, as well as each (legal) activity to execute the Contract and in retrospect all (legal) actions to enter into the Contract
5. Services: All products and Services The Boost Coach delivers to Principal which are ordered or which The Boost Coach performs because of other reasons, all in the broadest sense of the word, also included all activities which are not explicitly executed on request of Principal.
6. Documents: all goods Principal puts at the disposal of The Boost Coach, including documents and data storage devices, as well as all goods, including documents and data storage devices, which The Boost Coach has produced in view of the execution of the Assignment.

### **Article 2. Applicability of these conditions**

1. These general conditions apply to all contracts concluded by The Boost Coach, their realization and all quotations and order confirmations made by The Boost Coach
2. Deviations from these conditions are only valid if expressly confirmed by The Boost Coach in writing.
3. These general conditions also apply to each Contract for which execution The Boost Coach enlist a third party.
4. These general conditions are also fully applicable to all additional Assignments and sequel Assignments from Principal.
5. Eventual purchase - or other general conditions of Principal are not applicable, unless expressly accepted in writing by The Boost Coach and insofar they are not in defiance of the present conditions. In case of possible contradictions, the general conditions of The Boost Coach prevail.
6. In case one or more clauses in these general conditions are void or nullified, all other clauses of these general conditions remain in full force. Principal and The Boost Coach will consult together to agree on a new clause which will replace the void or nullified clause, in accordance with the purpose and intention of the original clause.
7. Upon request The Boost Coach will provide a free copy of these general conditions. These conditions can also be downloaded from the The Boost Coach website.

### **Article 3. Quotations and realization of the Contract**

1. The quotations The Boost Coach drafts are without engagement, unless otherwise stated. The Boost Coach can only be bound to a quotation if Principal has accepted the quotation and confirmed this to The Boost Coach within a period of one month without any prejudice or adjustments.
2. Prices in the mentioned quotations are in Euro's and VAT excluded, unless otherwise stated.
3. The Boost Coach can charge each change of factors which may influence the prices and fees of The Boost Coach, among which prices of third parties, exchange rates, insurance costs and other levies or taxes to Principal.
4. Quotations are based on the information The Boost Coach has available.
5. The Contract will be concluded if Principal accepts the quotation as mentioned in Article 3.1. Principal and The Boost Coach also have concluded a Contract if The Boost Coach confirms in writing an agreement made between Principal and The Boost Coach and Principal does not dispute in writing its correctness within ten working days or - if this term is shorter, before start of the activities.

### **Article 4. Data Principal**

1. Principal must put at The Boost Coach's disposal all data and documents in due time, complete and correct, which The Boost Coach indicate are needed or Principal can reasonably understand are needed for the proper execution of the Contract.

2. The Boost Coach is entitled to postpone the execution of the Assignment and/or charge the extra costs because of this delay to Principal in accordance with The Boost Coach's usual rates, until the moment Principal has met his obligations as stated in clause 1.
3. In case and insofar Principal requests, all documents put on hand will be returned immediately to Principal upon termination of the Assignment or, if possible, even during the Assignment.

### **Article 5. Execution of the Contract**

1. The Boost Coach defines the way the Assignment is executed. The Contracts concluded between The Boost Coach and Principal obliges The Boost Coach to deliver to her utmost endeavors. The Boost Coach is expressly not obliged to delivery any result. The Boost Coach is obliged to meet her obligations as is required in accordance with professional standards and carefulness.
2. At all times The Boost Coach is entitled to have certain activities executed by third parties or enlist the assistance of third parties, whenever The Boost Coach is of the opinion that such is necessary or useful. The Boost Coach will timely inform Principal in such event.
3. When The Boost Coach gets the Assignment to execute (part of an) Assignment in cooperation with a third party, Principal will define in consult with all parties involved what everybody's task will be. The Boost Coach will not accept several liability or liability for the execution of the task and related activities by the third party.
4. If for the conclusion of certain activities The Boost Coach a specific period of time is agreed, this is not a fatal term, unless otherwise agreed. Exceeding this agreed term is therefore not considered an accountable failure for The Boost Coach. Principal cannot dissolve the Contract for this reason and is not entitled to any compensation. However, in case of exceeding the agreed term, Principal can set a new, reasonable term, in which The Boost Coach must execute the Contract. Exceeding this new term may give Principal a reason to dissolve the Contract
5. Insofar the execution of the Contract will result in material items for Principal, not including notes or such made by The Boost Coach during the execution of the Contract, these material items are at Principal's risk on the moment of delivery.

### **Article 6. Client**

1. Client will, insofar necessary for the execution of the Assignment, honestly and openly contribute to the meetings with The Boost Coach and dedicate himself to achieving the best results during the coaching, support or advisory track or during the workshop, training or similar activities to be attended. Client will be fully responsible, fully appreciates and will take full authority for his own behavior and its consequences, both during the time Client and The Boost Coach spend together as afterwards. Furthermore Client will attend the sessions at the agreed time and place, make notes when necessary and meet all eventual agreements made during the sessions between Client and The Boost Coach.
2. The Boost Coach is entitled to inform Principal if Client does not show up or not show up in time, does not meet the agreements made with The Boost Coach or does not do his utmost to gain the best result during the coaching, support or advisory track or during the workshop, training or similar activities to be attended, with due observance of full secrecy with respect to all information shared in confidence during the coaching, support or advisory track or during the workshop, training or similar activities to be attended.
3. The coaching-, advisory- and support tracks are not specifically focused on determining any clinical syndrome. In case The Boost Coach suspects any issues or syndromes during the coaching, advisory or support track, which does not belong to the sphere of work or expertise of The Boost Coach, The Boost Coach will inform Client that a consult elsewhere is recommended.

### **Article 7. Duration and termination of Contract**

1. The Contract concluded between The Boost Coach and Principal is valid during the period stated in the Contract. The Boost Coach considers this period necessary for delivering the activities required.

2. If the Contract concluded between parties refers to more than a once-only delivery of a service, the contract is considered to be concluded for an indefinite period of time, unless expressly otherwise stated in writing.
3. Both parties can terminate the Contract in writing, unless otherwise agreed upon in writing. If the duration of the Assignment is one year or longer or indefinite, both parties must observe a notice of at least 3 months, unless otherwise agreed upon in writing. In case the duration of the Assignment is shorter than one year, termination can be effected immediately. Prepaid fees may be refunded if possible, unless otherwise agreed upon in writing.

**Article 8. Change Contract**

1. In case during the execution of the Contract it appears necessary to change the activities to be conducted, for a proper execution, parties will mutually and timely adapt the Contract in writing and undersign same.
2. If parties agree, the Contract will be adapted or completed; the time of completion of the activities or the execution can be affected. In such case The Boost Coach will inform Principal as soon as possible
3. If change or completion of the Contract has financial or qualitative consequences, The Boost Coach will inform Principal in advance. If in such case Principal does not object in writing against these consequences within ten working days or - if this term is shorter, before start of the activities, Principal is considered to agree.
4. If a fixed fee is agreed, The Boost Coach will indicate to what extent the adaption or completion of the Contract will result in exceeding this fee. Furthermore the conditions as mentioned in 8.3 are applicable.

**Article 9. Secrecy**

1. Parties are obliged to maintain secrecy towards third parties about all confidential information they receive from each other or from other sources within the scope of the Contract, except for the eventual legal or other governmental obligation to reveal certain data. Information is considered confidential upon indication of the other party or as a result of the nature of the information.
2. Information with respect to Client will only be shared with third parties, regardless the way it is laid down or transferred, after Client has noted its contents and has given his written consent to share the information, unless otherwise defined by Dutch law. Therefore The Boost Coach cannot be held liable if she reports illegal issues to legal authorities
3. The Boost Coach will not externally refer to the Assignment without consent of the Principal.
4. In contravention of clause 3 of this article, The Boost Coach is entitled to use obtained figures for statistic comparison or similar purposes, provided these results cannot be referred to individual Principals or Clients

**Article 10. Intellectual property**

1. Insofar copy rights, trademarks, trade names or other rights of intellectual property are vested in the services rendered by The Boost Coach for the execution of the Contract; The Boost Coach is and remains the holder, respectively owner of these rights. Principal may only use the material carriers of these rights for the purpose for which they are provided to Principal. They may not be multiplied, revealed or exploited and copy rights, trademarks, trade names and other indicators may not be changed or removed.
2. The Boost Coach preserves the right to use the knowledge, obtained during the execution of the activities for other purposes, provided no confidential information is revealed to third parties.

**Article 11. Electronic communication**

1. During the execution of the Assignment The Boost Coach and Principal or Client can communicate with each other by means of electronic communication
2. The Boost Coach and Principal or Client are not liable towards each other for damage which may eventually arise at either party as a result of the use of electronic means of communication, including but not limited to damage as a result of non-delivery or delay in delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/devices used for sending, receipt or processing electronic communication, transfer of viruses and not or not properly functioning of the telecom network and other means, necessary for electronic communication, except for insofar damage is a result of malice or gross fault.
3. Both Principal, Client and The Boost Coach will each do their utmost to prevent the occurrence of aforementioned risks.

**Article 12. Force Majeure**

1. If The Boost Coach cannot meet her obligations of the Contract in time or in good order as a result of a cause which is not imputable to her, including but not limited to stagnation in the normal course of affairs in her company, the obligations will be suspended until the moment The Boost Coach is able again to meet her obligations in the agreed way
2. In the situation as described in art. 12.1 Principal is entitled to partially or wholly terminate the Contract with immediate effect in writing, without The Boost Coach owing further compensation. Prepaid fees will be refunded if possible, unless otherwise agreed upon in writing.

**Article 13. Fee and expenses**

1. The Boost Coach's fee consists of a prepaid fixed amount per Contract, resp. per service delivered and/or can be calculated based on rates per time unit worked
2. All fees are including governmental levies like VAT but excluding travel- and other expenses made for Principal, among others but not limited to invoices of third parties enlisted, unless otherwise agreed
3. The Boost Coach can ask Principal before start of the Contract and during the course of the Contract to pay a reasonable advance with respect to fees Principal is due or will be due and/or expenses which have to be paid on behalf of Principal. At the moment The Boost Coach has asked for a reasonable advance, The Boost Coach is entitled to postpone her activities until the moment Principal has paid the advance to The Boost Coach or has left a deposit.
4. The Boost Coach reserves the right to annually adjust the agreed fees because of adjustment of the general price index and governmental measures

**Article 14. Payment and in default**

1. Unless otherwise agreed upon in writing, payment has to take place within 14 days upon invoice date in the way The Boost Coach has stated and in the invoiced currency. Payment will take place without deduction, settlement, compensation or delay, for whatever reason.
2. If Principal has not paid the amounts due at last on the expiry date, he will automatically be in default, without further notification required. In case of default The Boost Coach is entitled to immediately stop or suspend all activities for Principal. In such case The Boost Coach does not owe Principal any compensation
3. In case of default Principal owes a delay interest for the open debt equal to the legal interest rate, effective the date this debt should have originally been paid in conformity with article 14.1.
4. In case more Principals are at stake, each Principal is severally liable towards The Boost Coach for payment of the total invoice amount, if the activities are all executed for all these Principals.
5. In case of liquidation, bankruptcy or suspension of payment of Principal, The Boost Coach can immediately claim all debts and Principal's obligations towards The Boost Coach.
6. Payments from Principal will first settle the interests and costs due and secondly the invoices due, starting with the oldest invoice, even if the Principal states his payment refers to a more recent invoice.
7. If The Boost Coach is requested to perform a more than usual effort to execute the Contract, The Boost Coach can demand payment or a deposit, equal to this amount, before start of the activities.

**Article 15. Collecting charges**

1. In case The Boost Coach decides to start a legal collection procedure, because of non-payment of one or more invoices Principal must pay, besides the principal amount of the invoice(s) and interest, also all reasonable judicial and extrajudicial costs, among which costs of debt collecting agencies, costs and fees of bailiffs, lawyers, even if these will exceed the adjudication for costs of a suit. The compensation for judicial and extrajudicial costs amounts at least to 15% of the principal invoice amount due or the maximum amount due, based on legislation.

**Article 16. Liability**

1. The Boost Coach is obliged to meet her obligations on account of the agreement as yet, in case of accountable failure.
2. Except provisions of compelling law, The Boost Coach's liability is always limited to the invoice amount Principal is due to The Boost Coach in consideration of the Assignment.
3. The Boost Coach is not obliged to compensate any indirect damage of any nature, suffered by Principal. The Boost Coach is not liable for actions of Principal resulting in damage to Principal or third parties. By signing this agreement, Principal declares to accept full responsibility for above or similar actions.
4. In contravention of Art. 16.2, in case of an Assignment with a duration of over six months, liability is only limited to the invoice amount due over the last 6 months, with a maximum of €5.000,-.
5. The Boost Coach is not liable for damage Principal and/or Client may suffer, of any nature, in case The Boost Coach used incorrect or incomplete data, provided by Principal, unless these incorrect or incomplete data was so obvious The Boost Coach could or should easily note this
6. The Boost Coach will exercise the greatest care in selecting third parties, like counselors, professionals or service companies, who are not employed at The Boost Coach. The Boost Coach is not liable for eventual mistakes or failures towards Principal and/or Client. In such case Principal must directly hold this third party liable and recover eventual damage from this third party.
7. The Boost Coach or third parties, The Boost Coach involves or has already involved in the coaching of the Client, will not give, or use means, methods and techniques or instructions or have situations arisen, which may limit or negatively influence Client in perceiving, analyzing and judging threatening injury for Client in whatever way. If Client may sustain injury, The Boost Coach nor involved or to be involved third parties are liable in no way, as long as the damage is demonstrably not directly imputed to The Boost Coach.
8. The Boost Coach is always entitled if and insofar possible to compensate or repair the Principal's damage, if The Boost Coach can be demonstrably blamed for this damage
9. If Principal and/or Client did not put any eventual claim towards The Boost Coach before court within one year from discovering the damage, this claim will be void after one year.

**Article 17. Cancellation/termination of the Contract**

1. The Boost Coach is, in deviation of Article 7 and next to Article 14, entitled to terminate the Contract with immediate effect, without legal intervention, by means of a registered written notice to Principal, if Principal remains in default in settling The Boost Coach invoice within 14 days after written reminder, or if any obligation, deriving from this Contract, is not or not sufficiently met by Principal within 14 days after a written reminder.
2. Both Principal and The Boost Coach can terminate the Contract with immediate effect, by means of a registered letter, if the other party is in suspension of payment or is declared bankrupt.
3. The Boost Coach is entitled to cancel without reasons given the coaching, advisory and/or support track or refuse Principal or Client's participation to a workshop and/or training, in which case Principal is entitled to receive a refund of the amount paid to The Boost Coach, under deduction of a reimbursement for any services rendered by The Boost Coach, until the date of cancellation.
4. Principal is entitled to timely cancel his participation to, or an Assignment for, the coaching, advisory and/or support track or workshop and/or training, by means of a registered letter (under consideration of art. 17. 5.), in which case Principal is entitled to receive a refund of the amount already paid to The Boost Coach, unless it is explicitly agreed upon in writing that refund of the amount is not possible.

5. If the Principal cancels the coaching, advisory and/or support track or the workshop and/or training within 5 working days before start of the activity in question, Principal has to pay 100% of the costs for the cancelled hours or of the principal amount agreed. In case of cancellation in more than 5 working days, Principal owes 50% of the costs of the cancelled hours or of the principal amount agreed, or a reasonable compensation for the costs The Boost Coach already made, depending which amount is higher
6. If Principal or Principal's Client terminates the coaching, advisory and/or support track or the workshop and/or training between times, or does not properly participate in these activities, Principal will not have any right to receive a refund of prepaid amounts. Principal must pay in full for all services The Boost Coach already delivered, but Principal did not pay yet.
7. A private/individual support- or coaching meeting can be cancelled or postponed at no charge up to 48 hours before the appointment. If the appointment is cancelled or postponed within 48 hours, The Boost Coach is entitled to charge the full amount of this meeting. Missed appointments will be fully charged.
8. Principal is due 100% of the total agreed principal amount if he will not make use of the agreed services of The Boost Coach during the duration of the Contract.

**Article 18. Personal data**

1. By concluding a Contract with The Boost Coach, The Boost Coach gets permission to automated process all personal data as stated in the Contract. The Boost Coach will only use these data for her own activities

**Article 19. Applicable law**

1. On each Contract between The Boost Coach and Principal, Dutch law is applicable

**Article 20. Modification of conditions**

1. The Boost Coach can modify these conditions with a simple announcement to Principal. Principal can protest within 10 days after this announcement. If not, the modified conditions come into force as per date of announcement and apply to all new and current Contracts; insofar these current Contracts are executed after the date of announcement.

Established at Vleuten on April 23, 2017.