

## **GENERAL TERMS AND CONDITIONS OF SERVICES GINGERMOOD BV**

### **ARTICLE 1 - APPLICABILITY; CHANGE**

These General Terms and Conditions apply to all offers, assignments, agreements, services, and other legal acts by or from Gingerمود B.V. in Amsterdam (registration Chamber of Commerce: 55335713), located in Amsterdam at Meeuwenlaan 98-100, hereinafter referred to as the Contractor.

Parties may only deviate from these terms and conditions expressly and in writing. General Terms and Conditions of the Client are expressly rejected, unless the Contractor has expressly accepted them in writing.

These terms and conditions also apply to the Services for which the Contractor has engaged third parties, in particular including a Coach or Trainer deployed by the Contractor. These terms and conditions therefore also apply to the Services that a Coach or Trainer performs for a Coachee or Training.

Changes and additions and/or extensions to these General Terms and Conditions are only binding between the parties if these have been agreed to in writing.

### **ARTICLE 2 – DEFINITIONS**

In these general terms and conditions the following definitions apply:

Client: the legal entity, or natural person - in the exercise of a profession or business - who has commissioned the Contractor to perform Services.

Contractor: Gingerمود B.V.

Services: mediation aimed at creating a match between Coach and Coachee; as well as the subsequent coaching services, consisting of, among other things, providing individual coaching programmes for the benefit of organizations/teams and conducting training courses for the benefit of the Client and the persons/employees employed by the Client; the related services, including providing all activities regarding the matching tool, intakes, administration, and invoicing, providing insight into costs incurred in current programmes; and maintaining adequate data security on the basis certificates issued to Gingerمود B.V. (ISO 27001 and ISAE 3402/II reporting).

Coach: the Gingerمود B.V. affiliated Coach, who has been admitted as such on the basis of selection criteria determined by Gingerمود.

Coachee: the natural person, or persons, who partake in professional activities at/for the Client and, in any way, participate in a coaching programme, and as such do work in benefit of the Client.

Trainer: the Gingerمود B.V. affiliated Trainer, who has been admitted as such on the basis of selection criteria determined by Gingerمود.

### **ARTICLE 3 - OFFERS; FORMATION OF AGREEMENT**

All offers from the Contractor are without obligation, unless expressly agreed otherwise in writing. Agreements are only concluded after written order confirmation by the Contractor or after the parties have concluded a written Agreement. In the absence of a written agreement, the agreement will be concluded at the time that the Contractor proceeds to perform any Service that is discussed, such at the discretion of the Contractor.

Client is obliged to check the written offer and/or order confirmation for correctness and completeness. If, in the opinion of the Client, the information stated in the offer and/or order confirmation of the Contractor deviates from the intended Services to be provided or the order that was issued, the Client must explicitly respond to this in writing. This must be done

within five days after receiving the written offer or order confirmation, after which the written offer or order confirmation will be regarded as correct and binding.

#### **ARTICLE 4 - METHOD OF EXECUTION OF THE AGREEMENT**

The Contractor will make every effort to perform the Services to the best of its knowledge and ability, and in accordance with the requirements of the common professionalism and expertise within the relevant field. In view of the nature of the services provided by the Contractor, there is a best efforts obligation insofar as it concerns both the services to be provided and all activities related to the coaching programmes that take place.

The Client holds responsibility - in the context of its own operation and activities - for the way in which it utilizes the services and any advice provided by the Contractor.

The Client commits to fully cooperating with the services provided and, if desired, make information and/or resources (among other things) that are required available to the Contractor. This can relate to manpower, documentation, data, and available facilities in the sense of materials or space(s).

If the Client does not provide the Contractor with the information required for the implementation of the Agreement in a timely manner, the Contractor is entitled to suspend the performance of the Services and possibly, in demonstrable cases, to charge the resulting costs to the Client in, accordance with the usual rates.

If a specific term has been agreed in relation to the Services to be provided by the Contractor to the Client, this will not be regarded as a strict deadline, unless expressly agreed otherwise in writing. As a result, there is no question of an attributable shortcoming on the part of the Contractor if the agreed term is exceeded, whereby the parties will, however, agree a further term for completion and conclusion of the Services in further consultation.

#### **ARTICLE 5 - PRICES; PAYMENT**

Unless explicitly stated otherwise in writing, the agreed prices are exclusive of VAT and/or taxes, travel- and/or other expenses, levies, insurance, reporting costs, etc. Not agreed, additional work necessary for the implementation of the Agreement may be charged separately. charged. The price that is owed by the Client to the Contractor for provided services is in no way related to any outcome(s) and/or result(s) of said services.

Invoices from the Contractor must be paid within thirty days of the invoice date. Payment must be made without deduction, discount or set-off. In the event of late payment, the Client will owe the statutory commercial interest after the due date without further notice of default, until the date of full payment.

Extrajudicial collection costs may be charged to the Client after the applicable payment term has expired. The extrajudicial collection costs are set at a minimum of 15% of the outstanding amount due with a minimum of € 150.- excluding VAT.

In certain cases, the Contractor is entitled to have the Client pay an advance invoice, or to demand full or partial advance payment of the amount due.

The Contractor is entitled to annually adjust the agreed prices or fees, effective from January 1st of the following year by applying the price index CPI for all households.

The Contractor reserves the right to suspend the continuation of work and services and/or to require assurance in any form, if the Client has not fulfilled its payment obligations within the set term, without the Contractor being obliged to pay any compensation.

After the expiry of the agreed payment term and the expiry of a first reminder period based on a reminder sent by the Contractor, the Client will be held in default.

#### **ARTICLE 6 - (INTELLECTUAL) PROPERTY**

Unless expressly agreed otherwise in writing, the Contractor reserves all rights with regard to the information, data, and documentation or material provided by the Contractor to the Client or Coachee. The Client is not permitted to reproduce, publish, exploit or in any way make this information or material available to third parties, except with the explicit, written permission of the Contractor.

The Contractor is entitled to professionally use the knowledge obtained in the context of the fulfillment of the Agreement for other purposes, provided that the Contractor will, at all times, refrain from disclosing information that can be traced back to persons to third parties.

#### **ARTICLE 7 - RECLAMATIONS**

Reclamations regarding the fulfillment of the Agreement and/or the invoice amount must be made in writing within fourteen days after completion of the (partial) Agreement, or the date of the invoice, after which the manner of fulfillment of the Agreement and/or the amount to be invoiced is deemed to have been accepted by the Client. Reclamations do not suspend the Client's payment obligations.

#### **ARTICLE 8 – CONFIDENTIALITY/PRIVACY**

Information obtained by the Contractor or the Coach in the context of coaching programmes with Coachee(s) will be regarded as strictly confidential. The Contractor is obligated to also impose such an obligation on the Coaches it engages.

For the Contractor or Coaches engaged by the Contractor, data that is obtained in the context of fulfilling agreements and that can be traced back to persons, will be treated with due observance of the applicable privacy regulations, whereby the Contractor guarantees, among other things, to fully comply with the Privacy statement it uses.

#### **ARTICLE 9 - LIABILITY**

The Contractor will perform its work to the best of its ability and will observe the due care that can be expected from a professional service provider. The Contractor commits to declare this obligation fully applicable to the agreements it makes with the Coaches it engages.

If the Client demonstrates that it has suffered damage due to the attributable non-compliance of the Contractor, the Contractor is liable for the directly resulting damages, but always up to a maximum of the amount of the agreed price of (the relevant part of) the Services, unless there is intent or gross negligence on the part of the Contractor.

The liability of the Contractor is at all times limited to the amount that may be paid out by the liability insurance of the Contractor in a given case.

The Contractor is never liable for consequential damage, loss of profit, or damage suffered by the Client as a result of business interruption, except in cases of intent or gross negligence.

The Client indemnifies the Contractor against all claims from third parties on account of damage suffered by these third parties arising from the Agreement between the Client and the Contractor.

Claim rights, and other warranties of the Client – on any grounds- vis-à-vis the Contractor expire one year after the moment when the Client became aware or could reasonably have been aware of the existence of these rights and warranties.

All situations of force majeure release the Contractor from any obligation to comply with the Agreement, for as long as the relevant impediment continues to exist. Claims for compensation in such cases are excluded.

Force majeure is understood to mean: any circumstance independent of the will of the Contractor, as a result of which the fulfillment of obligations of the Contractor towards the Client is prevented in whole or in part, or as a result of which the fulfillment of obligations cannot reasonably be expected from the Contractor.

If the force majeure has lasted three months, or if it has been established that the force majeure will last longer than three months, the parties are entitled to dissolve the Agreement without application of any notice period and without being obliged to pay any compensation.

#### **ARTICLE 10 – CANCELLATION OR RESCHEDULING**

Without the explicit, written permission of the Contractor, the Client is not entitled to terminate or cancel the Agreement prematurely. A request for cancellation or interim termination must be submitted in writing by the Client.

The Contractor will not refuse permission on unreasonable grounds, provided that the Client guarantees reasonable compensation for the loss of income.

#### **Cancellation of coaching programme by Client or Coachee**

Principles for compensation in the event of cancellation of a coaching programme are:

- more than one month in advance: 25% of the total fee
- less than one month before the start of the services/work: 50% of the total fee
- during the fulfillment of the provision of services and/or work: 100% of the total fee.

With regard to the cancellation of a single coaching session by the Coachee, this cancellation must be made in writing at least 48 hours prior to the session in question specifying a valid reason, and this coaching session will be completed at a later date, without prejudice to the obligation to pay the agreed fee between the parties.

#### **Cancellation or rescheduling of training by the Client**

1. If the Client cancels more than 30 days before the start of the training, an amount of 25% of the total fee will be charged. If the training is canceled between 30 days and 14 days before the start, an amount of 50% of the total fee will be charged. If the cancellation takes place less than 14 days before the start of the training, 100% of the total fee will be charged.
2. If the Client reschedules more than 30 days before the start of the training, no compensation will be charged. For rescheduling between 30 days and 14 days before the start of the training, an amount of 25% of the total fee will be charged. For rescheduling between 14 and 7 days before the start of the training, an amount of 50% of the total fee will be charged. In case of rescheduling less than 7 days before the start of the training, 100% of the total fee will be charged.

#### **ARTICLE 11 – TERMINATION OF THE AGREEMENT**

If the Client fails to fulfill the obligations arising from the Agreement, while a written notice of default has not led to rectification within a reasonable period, the Contractor is entitled to legally terminate the Agreement with immediate effect by means of a written notice.

Each Party is entitled to legally terminate the Agreement with immediate effect by means of written notice in the event that the other party becomes bankrupt, is placed in suspension of payments, is liquidated, or an attachment is levied on a substantial part of its assets and is not been lifted within sixty days.

**ARTICLE 12 - APPLICABLE LAW; COMPETENT COURT**

Dutch law applies to all legal relationships between the Contractor and the Client. Disputes between the Contractor and the Client are exclusively settled by the competent court in the place of the Contractor's registered office. Except if the Contractor, as the claimant or requesting party, opts for the competent court in the place of residence or place of business of the Client.

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*(version November 2022)*