

## General Conditions Guide 2 Change

### Article 1: Definitions

In these general terms and conditions, the following terms shall have the following meanings.

**Contractor:** Guide 2 Change, established in Rijswijk and registered in the trade register of the Chamber of Commerce under number: 95142452

**Client:** The natural or legal person who has instructed the Contracted Party to perform work.

**Coachee:** The natural person who participates in a programme in the field of coaching, training or related activities.

**Services:** All activities for which an assignment has been given, or which arise from or are directly related to the assignment, all this in the broadest sense of the word.

**Proposal:** An offer from Guide 2 Change to the client regarding the work to be carried out by Guide 2 Change, including a proposal.

**Agreement:** Any agreement between the Client and the Contractor for the provision of Services by the Contractor on behalf of the Client.

### Article 2: Making information available

In order to ensure the best possible execution of the order, the client shall provide all documents and information required by the contractor in good time.

### Article 3: Applicability of these conditions

1. These general terms and conditions apply to all proposals and agreements in which the Contractor offers or provides Services in the context of his profession.
2. These general terms and conditions also apply to any Agreement in which third parties are involved for the execution by the Contractor.
3. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contracted Party.
4. Any purchase or other general terms and conditions of the Client do not apply, unless the Contracted Party has explicitly accepted them in writing.
5. In the event that one or more provisions of these general terms and conditions are null and void or are annulled, the other provisions of these general terms and conditions will remain fully applicable. Client and Contractor will then consult to agree on a new provision to replace the invalid or annulled provision, as much as possible in accordance with the purpose and purport of the original provision.
6. These general terms and conditions also apply to additional and follow-up assignments of the Client.

#### **Article 4: Proposal and conclusion of the Agreement**

1. All proposals made by Contractor are without obligation and are valid for 30 days, unless otherwise indicated. The Contracted Party will only be bound by a proposal if the acceptance thereof has been confirmed to the Contracted Party by the Client within the set period of validity without reservation or amendment.
2. The prices in the proposals are exclusive of VAT unless explicitly stated otherwise.
3. The Agreement is concluded by acceptance of the proposal by the Client as referred to in the last sentence of paragraph 1. The Client and the Contracted Party will also have concluded an Agreement if the Contracted Party confirms an agreement made between the Client and the Contracted Party in writing and the Client does not dispute the correctness of the agreement in writing within ten working days or – if this period is shorter – before the commencement of the work.
4. Changes to assignments are only binding if these changes have been confirmed in writing by the Contracted Party.
5. The Client has the right to dissolve the Agreement without giving reasons for a period of 14 calendar days after the Agreement has been concluded.

#### **Article 5: Execution of the Agreement**

1. Each Agreement leads to a best-efforts obligation for the Contractor whereby the Contractor is obliged to fulfil his obligations to the best of his ability, with due care and the necessary professionalism.
2. In all cases in which the Contracted Party deems it useful or necessary, the Contracted Party will be entitled – in consultation with the Client – to have certain work carried out by third parties or to be assisted by third parties.
3. The Client will ensure that all information that the Contractor indicates is necessary for the performance of the Agreement is provided to the Contractor in a sound, complete and timely manner. In the event that the information required for the performance of the Agreement is not provided to the Contracted Party on time, the Contracted Party will have the right to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay at the customary rates.
4. If the Contracted Party has agreed on a term for the completion of certain work, this will not be a firm term, unless explicitly agreed otherwise. Exceeding the agreed term therefore does not constitute an attributable failure on the part of the Contractor. For this reason, the Client cannot dissolve the Agreement and is not entitled to compensation. However, if the agreed term is exceeded, the Client may set a new, reasonable term within which the Contracted Party must perform the Agreement, and exceeding this new term may provide the Client with a ground for dissolution of the Agreement.
5. If the Contracted Party is instructed to carry out an assignment or part of an assignment in cooperation with a third party, the Client will determine, in consultation with all parties involved, what each party's task is. The Contracted Party will not accept any joint and several liability or liability for the performance of the task and the associated activities of the third party.

#### **Article 6: Modification of the assignment**

1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The contractor will inform the client of this as soon as possible.
3. If changes or additions to the agreement have financial and/or qualitative consequences, the contractor will inform the client about this in advance.
4. If a fixed fee has been agreed, the contractor will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

#### **Article 7: Confidentiality**

1. Without prejudice to any obligation that the law or a competent government body imposes on the Contractor to disclose certain data, the Contractor is obliged to maintain the confidentiality vis-à-vis third parties of all confidential information that the Contractor has obtained from the Client or from another source in the context of the Agreement. Information is deemed to be confidential if this has been communicated by the Client or if this results from the nature of the information. The Contracted Party will ensure that this obligation is also imposed on any employees or third parties engaged by the Contracted Party in an assignment.
2. Conversations, sessions and other contacts that take place between the Contractor and Coachee in any form whatsoever will be regarded as strictly confidential. The Contractor shall therefore not disclose to anyone, not even to the Client, the content and course of these contacts unless the Coachee has given its express permission to do so.

#### **Article 8: Intellectual property**

1. The Contractor is entitled to the intellectual property rights relating to the products it has provided to the Client and/or Coachee or used in the context of this Agreement, including but not limited to tests, readers, reports, models, exercise material and computer programs.
2. The Client and/or Coachee may not, without the express written permission of the Contractor, make use of these products, to which the Contractor is entitled with regard to the intellectual property rights, other than for the purpose of this assignment.
3. All materials distributed will become the physical property of the Coachees. They are also free to adjust and multiply these for their own use.
4. The Contractor shall be entitled to use the knowledge acquired during the execution of the work for other purposes, to the extent that no confidential information is brought to the attention of third parties and provided that this cannot be traced back to individual Clients or Coaches.

#### **Article 9: Fees and costs**

1. Unless expressly agreed otherwise, the Contractor's fee consists of a predetermined fixed amount per Agreement and/or per Service provided and/or can be calculated on the basis of rates per unit of time worked by the Contractor.

2. All fees are exclusive of government levies such as turnover tax (V.A.T.) as well as exclusive of travel and other expenses incurred on behalf of the Client, including but not limited to invoices from third parties engaged.
3. The Contracted Party may request the Client to pay a reasonable advance in connection with fees that the Client owes or will owe and/or expenses that must be incurred on behalf of the Client. If a reasonable advance has been requested by the Contracted Party, the Contracted Party will be entitled to suspend the performance of the work until such time as the Client has paid the advance to the Contracted Party or has provided security for it.
4. The Contracted Party reserves the right, in consultation with the Client, to adjust the agreed fees annually on account of changes in the general price index and on account of measures imposed by the government.

#### **Article 10: Payment**

1. Payment must be made within 14 days of the invoice date, in a manner to be indicated by the Contractor. Payment shall be made without any deduction, set-off or suspension on any account whatsoever.
2. After the expiry of 14 days after the invoice date, the Client will be in default. In the event of payment default by the client, the contractor is entitled to discontinue or suspend all work to be performed for the client with immediate effect, without being liable to pay compensation to the client in any way. From the moment that the Client is in default, he owes the Contracted Party default interest on the due and payable amount equal to the statutory interest rate.
3. If there are several Clients, each Client will be jointly and severally liable vis-à-vis the Contractor for payment of the total invoice amount in the event that the work has been carried out on behalf of all these Clients.
4. In the event of liquidation, bankruptcy or suspension of payment of the client, the contractor's claims and the client's obligations towards the contractor will be immediately due and payable;
5. Payments made by the Client will always be applied to settle, firstly, all interest and costs owed and, secondly, the longest outstanding due invoices, even if the Client states that the payment relates to a later invoice.
6. If more than the usual effort is required from the contractor to implement the agreement, the contractor may demand payment (or equivalent security) before commencing its work.

#### **Article 11: Collection costs**

1. If Contractor takes collection measures against Client, who is in default, the costs related to that collection will be borne by Client, which costs will be set at at least 15% of the outstanding invoices.
2. These costs include the costs of any collection agencies, bailiffs and/or lawyers to be called in.

## **Article 12: Liability**

1. The contractor does not accept any liability whatsoever for damage caused by or in connection with the services it provides, unless the client demonstrates that the damage was caused by intent or gross negligence on the part of the contractor.
2. The contractor's liability is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.
3. Contrary to the provisions of paragraph 2 of this article, in the case of an order with a term longer than six months, the liability is further limited to the invoice amount owed over the last six months.
4. If damage is caused to persons or property by or in connection with the provision of services by the contractor or otherwise, for which the contractor is liable, that liability will be limited to the amount of the payment under the general liability insurance taken out by the contractor, including the deductible that the contractor bears in connection with that insurance.
5. Any liability of the contractor for trading loss or other indirect or consequential loss, of whatever nature, is expressly excluded.

## **Article 13: Cancellation/termination of the agreement**

1. The contractor has the right to cancel a course, training, coaching or coaching programme, or to refuse the participation of a client, or to refuse the coachee designated by the client without giving any reason, in which cases the client is entitled to a refund of the full amount paid by the contractor to the contractor.
2. The client for a course, training, supervision or coaching programme has the right to cancel participation in or the assignment for a course, training, supervision or coaching programme in writing.
3. Cancellation by the client of the assignment can take place free of charge up to 4 weeks before the start of the course, training, supervision or coaching programme.
4. In the event of non-cancellation, the client is obliged to pay the total amount of the course, training, supervision or coaching trajectory.
5. In case of cancellation within 4 weeks up to and including 1 week before the start of the course, training, supervision or coaching programme, the contractor is entitled to charge 50% of the amount owed and in the event of cancellation within one week the full amount. In addition, actual costs incurred, such as site rental or material costs, will be charged to the client.
6. In the event that the client or the coachee designated by the client terminates participation in the interim after the start of the course, training, guidance or coaching programme or does not participate in it in any other way, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of the contractor, justify otherwise.
7. An individual counseling or coaching conversation can be canceled or rescheduled free of charge up to 24 hours before the start of the conversation.
8. In the event of cancellation or relocation within 24 hours, the contractor is entitled to charge the full rate that has been agreed for the conversation, with a minimum of 75 euros.
9. If the client or the designated coachee does not appear at the scheduled meeting, the same rates will be applied.

10. If one of the parties materially falls short in the fulfillment of its obligations and, after being explicitly pointed out by the other party, does not yet fulfill this obligation within a reasonable period of time, the other party is authorized to terminate the agreement without the terminating party owes the failing party any compensation. The performances delivered until the termination will be paid in the agreed manner.

#### **Article 14. Personal data**

By entering into an agreement with the contractor, the contractor is granted permission for automatic processing of the personal data obtained from the agreement. The contractor will only use this personal data for its own activities.

#### **Article 15: Dispute settlement**

1. All Agreements and legal acts between Client and Contractor are governed by Dutch law.
2. If the Contracted Party and the Client or Coachee have a dispute arising from this Agreement, they are obliged to first attempt to resolve this dispute in consultation.
3. If this proves impossible, all disputes between the Client and the Contractor that relate to and/or arise from the agreement between the Client and the Contractor and services provided by the Contractor must exclusively be submitted to the competent court of the district in which the contractor is established.

**Guide 2 Change**, March 2025 – General Conditions also available in Dutch