

## **GENERAL TERMS AND CONDITIONS**

### **House of Awareness**

#### **Definitions**

1. House of Awareness: House of Awareness - coaching & counselling, established in Hilversum, the Netherlands, and Chamber of Commerce no. 82110905.
2. Customer: the person with whom House of Awareness has entered into an agreement.
3. Parties: House of Awareness and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

#### **Applicability**

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of House of Awareness.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

#### **Prices**

1. All prices used by House of Awareness are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. House of Awareness is entitled to adjust all prices for its products or services, shown on its website or otherwise, at any time.
3. The price with regard to services is determined by House of Awareness on the basis of the actual working hours.
4. The price is calculated according to the usual hourly rates of House of Awareness, valid for the period in which he carries out the work, unless a different hourly rate has been agreed.
5. If the parties have agreed on a total amount for a service provided by House of Awareness, this is always a fixed price, which cannot be deviated from.
6. House of Awareness has the right to adjust prices annually.
7. House of Awareness will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
8. The consumer has the right to terminate the contract with House of Awareness if he does not agree with the price increase.

#### **Payments and payment term**

1. The customer must have paid the full amount within 7 days after the invoice is signed and no later than two working days before the relevant service is provided.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without House of Awareness having to send the customer a reminder or to put him in default.
3. House of Awareness reserves the right to make a service conditional upon immediate payment or to require adequate security for the total amount of the services or products.

#### **Consequences of late payment**

1. If the customer does not pay within the agreed term, House of Awareness is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.

2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to House of Awareness.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, House of Awareness may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of House of Awareness on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by House of Awareness, he is still obliged to pay the agreed price to House of Awareness.

### **Settlement**

The customer waives his right to settle any debt to House of Awareness with any claim on House of Awareness.

### **Delivery**

1. Delivery takes place at House of Awareness unless the parties have agreed upon otherwise.
2. If the agreed price is not paid on time, House of Awareness has the right to suspend its obligations until the agreed price is fully paid.
3. In the event of late payment, the customer is automatically in default, and hereby he cannot object to

### **Guarantee**

When parties have entered into an agreement with services included, these services only contain best-effort obligations for House of Awareness, not obligations of results.

### **Performance of the agreement**

1. House of Awareness executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. House of Awareness has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that House of Awareness can start the implementation of the agreement on time.
5. If the customer has not ensured that House of Awareness can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

### **Duty to inform by the customer**

1. The customer shall make available to House of Awareness all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, House of Awareness will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by House of Awareness and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

### **Duration of the agreement**

1. The agreement between House of Awareness and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give House of Awareness a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

### **Cancellation of the contract for an indefinite period of time**

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.
2. House of Awareness can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.

### **Confidentiality**

1. The client keeps any information he receives (in whatever form) from House of Awareness confidential.
2. The same applies to all other information concerning House of Awareness of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to House of Awareness.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
  - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
  - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

### **Penalties**

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of House of Awareness an immediately due and payable fine of € 1000 if the customer is a consumer and € 5000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of House of Awareness including its right to claim compensation in addition to the fine.

### **Giving notice**

1. The customer must provide any notice of default to House of Awareness in writing.
2. It is the responsibility of the customer that a notice of default actually reaches House of Awareness (in time).

## **Liability of House of Awareness**

1. House of Awareness is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If House of Awareness is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. House of Awareness is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If House of Awareness is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.

## **Expiry period**

Every right of the customer to compensation from House of Awareness shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

## **Dissolution**

1. The customer has the right to dissolve the agreement if House of Awareness imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by House of Awareness is not permanent or temporarily impossible, dissolution can only take place after House of Awareness is in default.
3. House of Awareness has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give House of Awareness good grounds to fear that the customer will not be able to fulfill his obligations properly.

## **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of House of Awareness in the fulfillment of any obligation to the customer cannot be attributed to House of Awareness in any situation independent of the will of House of Awareness, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from House of Awareness.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which House of Awareness cannot fulfill one or more obligations towards the customer, these obligations will be suspended until House of Awareness can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. House of Awareness does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

## **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

### **Changes in the general terms and conditions**

1. House of Awareness is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by House of Awareness with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **Transfer of rights**

1. The customer cannot transfer its rights deriving from an agreement with House of Awareness to third parties without the prior written consent of House of Awareness.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

### **Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what House of Awareness had in mind when drafting the conditions on that issue.

### **Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where House of Awareness is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 11 maart 2021.