

General terms and conditions Into The Mirror Coaching

Article 1. Definitions

In these general terms and conditions the following definitions shall apply:

1.1 *General terms and conditions*: the entirety of the provisions as listed below.

1.2 *Into The Mirror Coaching*: the proprietorship Into The Mirror Coaching, based in Amsterdam and registered in the Dutch Commercial Register of the Chamber of Commerce under file number 69180725.

1.3 *Client*: the natural or legal person who has entered into an agreement with Into The Mirror Coaching.

1.4 *Consumer*: the natural person, not acting in the exercise of profession or business, who has entered into an agreement with Into The Mirror Coaching.

1.5 *Services*: all services related to life- and leadership coaching and training and related (print)work. The foregoing applies in the broadest sense of the word.

1.6 *Parties*: Into The Mirror Coaching and the client together.

1.7 *Written*: all communication in writing, including communication by e-mail and digital messaging, provided that the identity of the sender and the authenticity of the communication is sufficiently established.

Article 2. Applicability of general terms and conditions

These general terms and conditions apply to all offers, quotations, agreements, services and other actions made by Into The Mirror Coaching. Deviations from these terms and conditions are only valid if and insofar as they have been agreed in writing between parties. These general terms and conditions also apply when a follow-up agreement or additional work results from an agreement.

2.2 The applicability of any general (purchase or delivery) terms and conditions of the client is expressly rejected.

2.3 In the event of a conflict between these general terms and conditions and arrangements made in an agreement, the arrangements made in the agreement shall prevail.

2.4 The most recent version of the general terms and conditions of Into The Mirror Coaching shall apply. Into The Mirror Coaching has the right to unilaterally amend and supplement these general terms and conditions. Changes shall also apply to agreements already concluded. No rights can be derived from agreements between parties that deviate from the amended terms and conditions. Amendments will only bind the client after they have been declared applicable in writing with the sending of the terms and conditions. Only for consumers, if they do not agree with the announced changes, they have the right to dissolve the agreement. This does not apply to the business client (acting in the exercise of a profession or business), they are obliged to accept the changes.

2.5 If one or more provisions of these general terms and conditions are at any time wholly or partially void, declared void or annulled, the other provisions of these general terms and conditions shall remain fully applicable. Parties will consult to agree on a new provision to replace the void or annulled provision. The purpose and intent of the original provision will be taken into account as much as possible.

2.6 If Into The Mirror Coaching on its own initiative in favor of the client deviates from these terms and conditions, the client can never derive any rights from it.

Article 3. Offers and quotations

3.1 An offer made by Into The Mirror Coaching is valid for the period indicated in the offer. If no term is indicated, the offer is valid for 14 days from the date the offer is made.

3.2 An offer by Into The Mirror Coaching shall be made in writing/digitally, unless urgent circumstances make this impossible.

3.3 Offers and/or quotations are based on the data and information provided by the client. If after the offer appears that the information provided is not (no longer) correct, Into The Mirror Coaching is entitled to adjust the prices and other conditions. Into The Mirror Coaching is not obliged to verify the accuracy of the information provided by the client or third parties.

3.4 A compound quotation does not oblige Into The Mirror Coaching to perform part of the assignment at a corresponding part of the quoted price.

3.5 Into The Mirror Coaching can not be held to its offers and/or quotations if the client understands or can reasonably understand that the offer, or any part thereof, contains an obvious mistake, slip, printing, typesetting or typing error.

3.6 Offers and/or quotations do not automatically apply to future assignments.

Article 4. Conclusion of the agreement

4.1 The agreement is concluded after the client has accepted the offer made by Into The Mirror Coaching. If the acceptance of the client - whether or not on minor points - deviates from the offer of Into The Mirror Coaching, the agreement is concluded if Into The Mirror Coaching has agreed to these deviation(s) in writing.

4.2 The client must be 18 years or older. Into The Mirror Coaching does not provide its services to minors.

4.3 Agreements only become binding to Into The Mirror Coaching by written confirmation or as soon as Into The Mirror Coaching - without objection from the client - has started with the execution.

4.4 Changes to the agreement are only valid if and insofar as they have been agreed in writing between the parties. Changes may entail that agreed implementation deadlines are exceeded by Into The Mirror Coaching, which is considered force majeure.

4.5 If during the execution of the agreement reveals that for a proper execution of the agreement it is necessary to modify or supplement the agreement, Into The Mirror Coaching shall notify the client as soon as possible. Parties will timely and by mutual agreement to adjust the agreement.

4.6 An agreement can concern both a loose 1:1 on coaching session, a coaching program and a training (workshops and (group) programs).

4.7 An agreement may be unilaterally terminated by Into The Mirror Coaching at any time if Into The Mirror Coaching cannot reasonably be expected to continue the agreement.

Article 5. Execution of the agreement

5.1 Into The Mirror Coaching determines how and by which person(s) the agreement is executed.

5.2 Into The Mirror Coaching will execute its services with all professionalism, in accordance with the code of conduct ("Code of Ethics") of the ICF (International Coaching Federation), to be consulted at <https://coachfederation.org/ethics/code-of-ethics>. Into The Mirror Coaching, however, has an obligation of effort with respect to its services rendered and cannot be held accountable from an obligation of result. Into The Mirror Coaching can therefore not be held liable for disappointing results and / or failure to achieve intended objectives as a result of its advice, coaching and / or training.

5.3 Into The Mirror Coaching shall keep personal data confidential and shall make every effort to protect the data Into The Mirror Coaching stores for the client in such a way that these data are not available to unauthorized persons.

5.4 The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 paragraph 2 of the Civil Code is expressly excluded, even if the assignment is expressly or tacitly given with a view to execution by one particular person.

5.5 Into The Mirror Coaching is entitled, without further notice to and express consent of the client, to have the agreed services (partially) performed by third parties, if in the opinion of Into The Mirror Coaching this is desirable, in order to optimize the execution of the agreement for the parties.

5.6 Into The Mirror Coaching reserves the right to immediately deny the client access to a coaching, training, workshop, etc. if the client disrupts the coaching, training or workshop in any way, for example if instructions of Into The Mirror Coaching are not followed or if the client causes nuisance. In this case there will be no refund of payment.

5.7 Into The Mirror Coaching expressly excludes the right of withdrawal for services performed on a certain date or during a certain period, such as workshops and other events, etc.. The client declares that he expressly waives the right of withdrawal and the corresponding reflection period.

5.8 Into The Mirror Coaching reserves the right to change the content, times and locations of workshops, trainings and coaching (on location) etc. at any time.

Article 6. Obligations of the client

6.1 The client is obliged to provide Into The Mirror Coaching with all information and data, which in opinion of Into The Mirror Coaching is needed for the correct, complete, safe and uninterrupted execution of the agreement, on time, in the desired form and in the desired manner. If the information and/or data required for the execution are not provided to Into The Mirror Coaching on time, in the desired form or in the desired manner, Into The Mirror Coaching is entitled to suspend the execution of the agreement and to charge the client for the (additional) costs resulting from the delay.

6.2 The client may make high demands on the advice and services of Into The Mirror Coaching, but the client warrants the accuracy, completeness and reliability of the information and data provided by or on behalf of him / her to Into The Mirror Coaching, even if they come from third parties. The client

remains at all times responsible and liable for the possible consequences of providing incorrect, incomplete and unreliable information and data.

6.3 The client is at all times responsible for:

- using the coaching, training, and/or consulting services and for the purposes for which they were provided;
- achieving the objectives and results intended by the client;
- observing (safety) instructions and precautions.

6.4 The client is obliged to inform Into The Mirror Coaching immediately about facts and circumstances which may be relevant in connection with the conclusion and further implementation of the agreement.

6.5 The client is responsible for a proper (internet) connection during the online coaching and / or training with Into The Mirror Coaching. The client should participate in a quiet place and avoid distractions as much as possible.

6.6 The client is obliged to read through the data from any documents received at all times and check for any inaccuracies or incompleteness.

6.7 The client is solely responsible for the safe use of the data and login codes provided by Into The Mirror Coaching and their storage. The client shall never provide or forward any login codes and (training) materials to third parties.

6.8 The client is responsible for the proper use of the services provided and respecting the intellectual property rights of Into The Mirror Coaching.

Article 7. Deadlines

7.1 An agreed term in the agreement within which the service is performed is only indicative and should never be considered as a deadline. Exceeding such a deadline does not constitute an attributable shortcoming by Into The Mirror Coaching and is no ground for termination of the agreement.

7.2 If Into The Mirror Coaching exceeds a deadline, the client must give Into The Mirror Coaching notice of default, where Into The Mirror Coaching still a reasonable time to perform the service. Into The Mirror Coaching shall never be liable for any compensation for damages resulting from this.

7.3 If the client needs to provide information and/or data necessary for the execution, the execution time starts after the client has provided Into The Mirror Coaching with this information and/or data.

Article 8. Prices and rates

8.1 All prices used by Into The Mirror Coaching are in euros, excluding VAT for business clients and including VAT for consumers and excluding other costs, such as other government levies, travel, accommodation, shipping, delivery and handling costs and third party costs, unless otherwise indicated.

8.2 Into The Mirror Coaching has the right to adjust its prices in the interim, if Into The Mirror Coaching deems it necessary. If the prices of the services offered increase after the conclusion of the agreement, then client is entitled to cancel the agreement from the date the price increase takes effect. Price increases due to laws and regulations are hereby excluded.

8.3 Into The Mirror Coaching may also increase the agreed rate if during the execution of the work reveals that the original or expected amount of work was underestimated to such an extent when concluding the agreement, and this is not attributable to Into The Mirror Coaching, that Into The Mirror Coaching can not reasonably be expected to perform the agreed work at the originally agreed rate

Article 9. Invoicing, payment and collection

9.1 Payment of the invoice must be made within 14 days of the invoice date and in any event before the start of the execution by Into The Mirror Coaching.

9.2 Into The Mirror Coaching reserves at all times the right to require (full) prepayment or any other security for payment from the client.

9.3 Objections to the invoice do not suspend the payment obligation of the client.

9.4 Payment will be made, subject to mandatory provisions for consumers, without deduction, set-off or suspension on any account whatsoever.

9.5 In case of late or incomplete payment Into The Mirror Coaching is entitled to suspend the execution of the agreement with immediate effect or to dissolve the agreement by written notice.

9.6 In case of late or incomplete payment, the client is legally in default and Into The Mirror Coaching is entitled, without further notice, to charge statutory interest from the due date until the day of payment in full.

9.7 Into The Mirror Coaching is entitled in case of late or incomplete payment by the client, without prior notice, to charge the client (extra) judicial collection costs of 15% of the agreed total amount with a minimum of € 75, -. If the actual (extra) judicial costs exceed this percentage, client shall owe the actual costs to Into The Mirror Coaching.

9.8 Notwithstanding the provisions of paragraphs six and seven, consumers will first receive a written notice of default, whereby an additional period of 14 days from the day of receipt of this notice of default is offered to still fulfill the payment obligation, before the consumer is in default.

9.9 If no payment follows the written notice of default referred to in the previous paragraph, the consumer is in default. The extrajudicial collection costs over the principal sum will be calculated for consumers in accordance with the Decree Buitengerechtelijke Incassokosten (BIK).

- 15% over the first € 2.500, with a minimum of € 40,-
- 10% over the next € 2.500,-
- 5% over the next € 5.000,-
- 1% over the next € 190.000,-
- 0,5% over het meerdere, met een maximum van € 6.775,-

9.10 Payments made by the client will first be deducted by Into The Mirror Coaching on all interest and costs owed and then on the longest outstanding payable invoices.

9.11 In case of a jointly given order, the clients are, insofar as the services have been performed for the joint clients, jointly and severally liable for payment of the invoice amount, regardless of the name on the invoice.

Article 10. Inability to pay

10.1 Into The Mirror Coaching is entitled to terminate the agreement in writing without further notice and without judicial intervention, at the time when the client:

- is declared bankrupt or files for bankruptcy;
- applies for (temporary) suspension of payment;
- is seized in execution;
- otherwise loses the power of disposition or legal capacity with respect to all or part of his/her assets.

Article 11. Suspension and dissolution

11.1 Into The Mirror Coaching has the right to suspend the fulfillment of its obligations, until all due and payable claims against the client have been paid in full, if:

- The client does not or not completely fulfill the obligations under the agreement;
- Into The Mirror Coaching has knowledge of circumstances which give it good reason to fear that the client will not be able to fulfill their obligations (properly); or
- the client at the conclusion of the agreement was requested to provide security for the fulfillment of their obligations under the agreement and this security remains outstanding.

11.2 Into The Mirror Coaching is also authorized to (have) the agreement dissolve in the situations mentioned in the first paragraph of this article, or if other circumstances arise of such nature that fulfillment of the agreement is impossible or to standards of reasonableness and fairness can no longer be required.

11.3 Dissolution shall take place by written notice and without judicial intervention.

11.4 If the agreement is dissolved, the claims of Into The Mirror Coaching on the client shall become immediately due and payable.

11.5 Into The Mirror Coaching reserves the right to claim damages and is not liable for any damages or costs incurred by the client or third parties.

Article 12. Force majeure

12.1 If the execution of the agreement becomes impossible due to a cause for which Into The Mirror Coaching cannot be blamed or as a result of which fulfillment of its obligations can not reasonably be required of Into The Mirror Coaching, including but not limited to illness of itself or third parties employed, computer network failures or other technical failures, shortcomings of third parties engaged by Into The Mirror Coaching, epidemics and pandemics, government restrictions, calamities, delays en route and other stagnation in the normal course of business within its company, Into The Mirror Coaching is entitled to suspend execution of the agreement.

12.2 Force majeure shall in these terms and conditions mean: a circumstance which cannot be attributed to the fault of Into The Mirror Coaching and neither under the law, legal act or generally accepted practice can be attributed to Into The Mirror Coaching. Besides this explanation of force majeure under the law and jurisprudence shall also include: all external causes, foreseen or

unforeseen, which Into The Mirror Coaching can not influence, but which Into The Mirror Coaching is unable to fulfill its obligations.

12.3 In case of force majeure Into The Mirror Coaching will make reasonable efforts to provide an alternative solution if desired.

12.4 If the force majeure situation occurs at the time Into The Mirror Coaching's obligations have been partially fulfilled or will be able to fulfill, Into The Mirror Coaching is entitled to invoice the part already fulfilled or to be fulfilled. The client is obliged to pay this invoice as if it were a separate agreement.

12.5 From the moment that the force majeure situation has lasted at least 30 days or is of a permanent nature, both parties may terminate (part of) the agreement by written notice, without judicial intervention, without either party being entitled to claim any damages.

Article 13. Intellectual property rights

13.1 Into The Mirror Coaching reserves all rights regarding products of the mind which it uses or has used in the execution of the agreement with the client, insofar as legal rights to these products may exist or be established.

13.2 The client is expressly forbidden to use the products referred to in the previous paragraph, including but not limited to advice, coaching, workshop, (group) programs, training and/or other products of the mind and related resources such as e-books, workbooks, templates, checklists, (training) materials and/or other documents, all this in the broadest sense of the word, with or without the involvement of third parties, to third parties to provide, reproduce, publish, edit, process or exploit other than to obtain an expert opinion on the services of Into The Mirror Coaching. The agreement concluded between the parties does not include any transfer or obligation to transfer an intellectual property right from Into The Mirror Coaching to the client.

13.3 Intellectual property rights which Into The Mirror Coaching uses under license may never be changed, duplicated, disclosed or exploited by client.

13.4 The client guarantees that the information, data, images and texts provided by him / her in the context of the agreement are free of intellectual property rights of third parties and indemnifies Into The Mirror Coaching against any claims by third parties based on violation of an intellectual property right.

13.5 After the end of the agreement, neither the client nor Into The Mirror Coaching have any retention obligation towards each other with respect to the information and data used, subject to the statutory retention obligation.

13.6 In case of violation of the provisions of this article, the client is obliged to fully compensate all damages suffered by Into The Mirror Coaching and third parties.

Article 14. Article 14. Liability and indemnity

14.1 If the client proves that he / she has suffered damage due to an attributable shortcoming of Into The Mirror Coaching, arising from or in connection with the execution of the agreement, Into The Mirror Coaching's liability for direct damage only, shall be limited to a maximum amount which in the relevant case under the liability insurance Into The Mirror Coaching is entitled, plus Into The Mirror Coaching's deductible under that insurance.

14.2 If, for whatever reason, no payment is made under the liability insurance referred to in the first paragraph of this article, any liability shall be limited to a maximum of the invoice amount to which the liability relates.

14.3 Into The Mirror Coaching is only liable for direct damage. Direct damage shall only include:

- the reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to damage within the meaning of these conditions;
- any reasonable costs incurred to make the deficient performance of Into The Mirror Coaching meet the agreement, insofar as they can be attributed to Into The Mirror Coaching;
- reasonable costs incurred to prevent or limit the damage, to the extent that client demonstrates that these costs have led to limitation of direct damage as referred to in this article.

14.4 Liability of Into The Mirror Coaching for indirect damages, including but not limited to consequential damages, lost savings, mutilated or lost data or materials, personal injury or intangible property damage is excluded.

14.5 Into The Mirror Coaching shall never be liable for damages of any kind arising from:

- the failure of the client to fulfill the obligations contained in these general conditions;
- a force majeure situation as referred to in article 12 of these general terms and conditions;
- supply of incorrect and/or incomplete information and/or data provided by or on behalf of the client;

- use of the services for purposes other than those intended;
- failure to follow or incorrectly follow advice and/or instructions from Into The Mirror Coaching by the client or third parties. The client is at all times themselves responsible and liable for actions/choices following the services of Into The Mirror Coaching;
- loss, theft or loss of personal property during the service;
- errors or malfunctions in equipment and/or software used;
- a longer execution period than originally anticipated, regardless of the underlying cause;
- during the execution of the service necessary intervention by Into The Mirror Coaching that is unavoidable for the execution of the service as such;
- infringement of intellectual property rights and/or privacy rights, due to third parties having unauthorized access to the information and/or data of Into The Mirror Coaching and/or the client;
- infringement of intellectual property rights, trademark or copyright of third parties because of information provided by the client;
- disappointing results and/or failure to achieve intended objectives of the client;
- errors and/or shortcomings of hired third parties.

14.6 A claim for damages by the client must be submitted to Into The Mirror Coaching no later than 30 days after the client has discovered or reasonably could have discovered the damage. Failure to timely submit a claim for damages, the right to compensation expires.

14.7 Into The Mirror Coaching shall never be liable for any damages suffered by third parties. The client shall indemnify Into The Mirror Coaching and hold it harmless against all claims by third parties due to or arising from the execution of the agreement.

14.8 The provisions in this article apply except in case of intent or gross negligence Into The Mirror Coaching and if mandatory provisions dictate otherwise.

Article 15. Termination of the agreement / cancellation

15.1 The agreement between parties ends upon the death of Into the Mirror Coaching or the client or upon liquidation or dissolution of the company Into the Mirror Coaching.

15.2 If the work to be performed by Into the Mirror Coaching is not completed at the end of the agreement, his successors under general or special title are not obliged to complete this work (or have it completed), even if the business of Into the Mirror Coaching is continued in any way.

15.3 If a client cancels registration for an (in-company) training or coaching (trajectory) after payment, interrupts or stops, there will be no refund. If a client is unable to attend an open registration training, it is possible in consultation with Into the Mirror Coaching to participate in another training.

15.4 In all cases of cancellation the client must pay any third party costs.

15.5 If the client wishes to postpone the execution of the agreement to a later date, such as rescheduling in-company training and 1-on-1 coaching sessions, he/she shall be liable to pay any price difference between the agreed rate and the rate applicable on the new date. A request for change for an in-company training can only be made up to 14 days before the start of the performance. A change request for a 1-on-1 coaching session can be made up to 24 hours before the start of the performance. Possible costs of third parties, will always have to be paid by the client, regardless of the moment of change of the execution date.

15.6 In case of cancellation the total remaining amount is immediately due and payable by Into the Mirror Coaching. The client is in this case obliged to pay the remaining amount immediately to Into the Mirror Coaching.

15.7 The client is liable to third parties for the consequences of the cancellation and shall indemnify Into the Mirror Coaching for the resulting claims of these third parties.

15.8 Into the Mirror Coaching is entitled to offset all amounts already paid by the client against the compensation owed by the client.

Article 16. Confidentiality

16.1 When parties learn of information of the other party which they know or could reasonably know to be of a confidential nature, they shall not disclose this information in any way to third parties. An exception applies if laws and regulations require disclosure, if this is necessary for the proper execution of the agreement, if Into The Mirror Coaching has received permission from the client, or if Into The Mirror Coaching acts for itself in disciplinary, civil or criminal proceedings, in which these documents may be of interest.

16.2 The party receiving confidential data shall use it only for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by one of the parties.

16.3 The data provided by the client to Into The Mirror Coaching, Into The Mirror Coaching shall at all times carefully preserve, in accordance with applicable laws and regulations, including the General Data Protection Regulation.

16.4 The client is not permitted to take photographs, video or audio recordings during workshops, coaching or training sessions, unless Into The Mirror Coaching gives express permission.

16.5 Into The Mirror Coaching has the right to mention or use (company) names, the project and the work performed as a reference or example and to share it on its social media channels for all commercial purposes, without any compensation to the client, subject to mandatory provisions for natural persons. Into The Mirror Coaching may use personal data from the client otherwise solely for the execution of the agreement and handling a complaint. Into The Mirror Coaching is not allowed to sell, borrow or otherwise disclose personal data from client. Into The Mirror Coaching includes first and/or last name and email address of client in the file (client coaching log) for further accreditation with the ICF.

Article 17. Applicable law, complaints and competent court

17.1 All cases to which these general conditions apply shall be exclusively governed by Dutch law. Into The Mirror Coaching is obliged to act in accordance with applicable laws and regulations.

17.2 If the client has a complaint about the services of Into The Mirror Coaching, the client must notify Into The Mirror Coaching in writing within 30 days after the complaint arose.

17.3 After acquaintance and discussion of the complaint with the client Into The Mirror Coaching will implement the chosen solution direction as best as possible.

17.4 If after acquaintance and discussion of the complaint the parties have not reached a solution, the client has the right to turn to the professional organization (ICF) of Into The Mirror Coaching (<https://coachingfederation.org/>).

17.5 Each party also has the right to turn to The Dutch court in the district where Into The Mirror Coaching is established, subject to mandatory provisions and as long as the dispute has not been submitted to a professional organization of Into The Mirror Coaching and / or an independent complaints agency. For consumers, the court in the place of residence of the consumer also has jurisdiction to settle disputes.

17.6 The applicability of the Vienna Sales Convention and other applicable International laws and regulations is expressly excluded.