

GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

For the purpose of these general terms and conditions the following is understood as:

Contractor:

The professional that operates under the name Musical Minutes, established in The Hague, registered with the Chamber of Commerce under number 89249232.

Musical Minutes offers services in the area of coaching, training, and related services upon applicability of these general terms and conditions.

Client:

The natural person with whom or the legal entity with which an agreement is concluded with regard to participation in / procurement of one of the services of the Contractor.

Agreement:

The agreement for the provision of one or more services by or on behalf of the Contractor for the benefit of the Client concluded by and between the Contractor and the Client.

Participant:

The natural person who: (1) participates in a counselling process in the area of coaching, training or related services, or (2) actually purchases the thereto-pertaining services from the Contractor.

Services

Any and all activities that the Contractor performs on the basis of the Agreement, including in any case (but not limited to) training courses, workshops, coaching processes and/or programmes, consulting, and other services delivered by or on behalf of the Contractor. All in the broadest sense of the word (both online and office as well as a combination of the same).

DCC – Dutch Civil Code (Nederlands Burgerlijk Wetboek)

Article 2 - Applicability

2.1 These General Terms and Conditions are applicable to each and every proposal, offer, and Agreement by and between the Contractor and a Client to which the Contractor declared these terms and conditions applicable, unless stipulated otherwise in writing.

2.2 The applicability of potential purchasing or other terms and conditions of the Client is expressly rejected.

2.3 Deviations from these General Terms and Conditions are only valid, and only have binding effect, if this was expressly stipulated by and between the Client and the Contractor in writing. In case of a deviation from one or more provisions of these General Terms and Conditions, the other provisions continue to remain fully applicable and in full force and effect.

2.4 If one or more provisions of these General Terms and Conditions are at any time null and void or nullified, either in whole or in part, then the remaining provisions of these General Terms and Conditions continue to remain fully applicable. The Contractor and the Client shall, as the occasion arises, enter into discussions in order to agree on new provisions to replace the null and void or nullified provisions, in the course of which the objective and the scope of the original provisions are observed as much as possible.

2.5 The provisions set forth in Sections 402 Subsection 1, Section 404, Section 407 Subsection 2, and Section 409 of Book 7 of the DCC are not applicable.

Article 3 – Conclusion of and compliance with / implementation of the Agreement

3.1 An Agreement is concluded following an offer and acceptance. The Agreement can involve or include both a process (i.e. series of related and/or subsequent services) and one or more separate / individual services of the Contractor.

3.2 Any and all offers and proposals of the Contractor are subject to contract, also if the offer includes a period for acceptance. If a period for acceptance has not been imposed then the offer always expires after thirty (30) days.

3.3 The Agreement is, in any case, concluded (within the meaning of article 3.1) following the signed return by the Client of an offer issued by the Contractor or following approval of a digital offer sent by the Contractor.

3.4 The Agreement is also deemed to have been concluded in accordance with the offer issued by the Contractor as soon as the Contractor has started the actual services.

3.5 The Participant or the business, qualified as the debtor according to the registration form, receives the invoice. The Client is responsible for the fact (and warrants in respect of the Contractor) that the Participant shall pay the invoice on behalf of the Client in a timely and complete fashion. Further correspondence shall be carried on directly with the Participant.

3.6 The Contractor is (on the basis of the Agreement) exclusively subject to a best efforts obligation and never to any result obligation. The Contractor shall perform the Services to be supplied by the same to the best of its knowledge and ability. Any further warranties or claims for the benefit of the Client and/or the Participant are not and never granted.

3.7 In some instances and/or for a part of its activities the Contractor shall (also) perform its activities with the help of third parties hired by the same. This always takes place in consultation with the Client / the Participant.

3.8 In the event that the Contractor, whether or not pursuant to the Agreement, processes personal data, the Client and/or the Participant shall warrant in respect of the Contractor that the Contractor is authorised to do so or that the (whether or not statutory) obligations, rights or claims of third parties are not (shall not be) breached by or with the same. The Client indemnifies the Contractor against claims of Participants or third parties (including the Dutch Data Protection Authority) on account of the same. To the extent that the Contractor is liable – or can be held liable in pursuance of article 82 of the GDPR (right of retention) – the Contractor shall be entitled to fully recover the payments made and/or yet to be made by the Contractor to the relevant data subjects on account of the same from the Client.

3.9 Participation in a counselling process in the area of coaching, training or related services by the Participant(s) takes place completely voluntarily and entirely at the expense and risk of the same. The Client and the Participant are fully aware of the fact that the Services of the Contractor are not of a medical and/or performance-enhancing nature and that the Client or the Participant does not or cannot have expectations of the effects of the Services and that the Contractor can never estimate or guarantee the actual effect or the relevant impact for one or more of the Participants.

3.10 The Contractor never guarantees the physical, medical, psychological or psychosomatic suitability of the Participant(s) nor shall it be assessed by or on behalf of

the Contractor. It falls and always continues falling under the responsibility of the Client and/or the relevant Candidate to seek expert / medical assistance in case of (suspected) physical, medical, psychological or psychosomatic complaints.

Article 4 – Force majeure

4.1 The Contractor is not required to comply with an obligation pursuant to the Agreement if the Contractor is prevented from doing so as a result of a circumstance that cannot be attributed to culpability and that should neither be at the expense of the Contractor by law, pursuant to a legal act or generally accepted practice.

4.2 For the purpose of these general terms and conditions, in addition to what is understood as such by law and case law, force majeure is understood as any and all external causes, foreseen or unforeseen, that are beyond the reasonable control of the Contractor, however as a result of which the Contractor is unable to comply with its obligations. This expressly includes sickness, incapacity for work or absenteeism for other reasons, industrial action at the company of the Contractor or at that of third parties, pandemics, epidemics, as well as any and all thereto-pertaining legislation, regulations, measures and the like. The Contractor is also entitled to rely on force majeure if the circumstance that prevents (further) compliance with the agreement occurs after the Contractor should have already complied with its obligation.

4.3 In the event of force majeure within the meaning of article 4.2, the Contractor shall be entitled to suspend the implementation of the Agreement or of one or more Services, either in whole or in part, for a definite or indefinite period of time. If the situation of force majeure has continued for more than three months (consecutively / without any interruptions) then both parties are entitled to terminate the Agreement by giving the other party a corresponding written notice. The latter all without any obligation to pay compensation on the part of the Contractor.

4.4 To the extent that the Contractor has already partly complied with its obligations on account of the Agreement, or shall be able to comply with the same, at the time of the occurrence of force majeure, and independent value can be attributed to the part that has already been complied respectively that shall be complied with, the Contractor shall be entitled to invoice the part already complied respectively yet to comply with separately. The Client is required to pay this invoice as if there would be question of a separate Agreement.

Article 5 – Cancellation or changes by the Client / Participant

5.1 If the Client / Participant is a private individual then they can rescind the Agreement within 14 days after it has been concluded free of charge and without stating reasons (right of withdrawal). Reliance on the right of withdrawal must take place by sending a written unambiguous declaration to the Contractor by email or post. In case of non-cancellation, the Client shall be required to pay the total amount of the course, training, the counselling or coaching process.

5.2 With the exception of valid reliance on the right of withdrawal as intended in article 5.1, it is possible for the Client/ Participant to cancel free of charge up to four weeks prior to the start of the workshop, training, counselling or coaching process. In case of cancellation within four weeks up to one week prior to the start of the training, workshop, counselling or coaching process, the Contractor shall be entitled to charge 50% of the payable amount and in case of cancellation less than a week before the start the full amount (100%).

5.3. If the Client / Participant terminates the participation early after the start of the workshop, training, counselling or coaching process or otherwise fails to participate in the

same then the Client / Participant shall not be entitled to any refund, unless the special circumstances of the case, exclusively at the discretion of the Contractor, justify otherwise.

5.4. An individual counselling or coaching process can be rescheduled free of charge up to 48 hours prior to the start of the meeting. In case of rescheduling within 48 hours, the Contractor shall be entitled to charge the full rate stipulated for the meeting.

5.5 If the Participant, without stating proper reasons (exclusively at the discretion of the Contractor), does not attend the stipulated coaching sessions then a refund or compensation, in any form whatsoever, shall be excluded.

Article 6 – Cancellation by the Contractor

6.1. The Contractor is entitled, without stating reasons, to cancel the performance of the activities, in which instance the Client shall be entitled to a refund of the full amount paid to the Contractor for the part of the Service or Services to which the cancellation is related, provided that payment by the Client has already taken place.

6.2. The Contractor is entitled to refuse participation of the Client / Participant or a participant designated by the Client / Participant, in which instance the Client shall not be required to pay the stipulated amount. Amounts that the Client may already have paid are refunded after cancellation.

Article 7 – Rates, payment and collection costs

7.1 Any and all quoted prices are subject to change and are net: exclusive of VAT, other taxes, duties, travel and subsistence expenses, and exclusive of accommodation and catering expenses, unless expressly indicated otherwise.

7.2 The Contractor is entitled to pass on potential increases in the components as intended in article 7.1, occurring after a proposal has been issued, to the Client for goods or services that still need to be delivered or supplied for the benefit of the Client at the moment that the said increases take effect.

7.3 Payment must take place within 14 days after the date of the invoice, in a manner to be indicated by the Contractor and in the currency of the invoice, unless expressly indicated otherwise in writing by the Contractor.

7.4 In the event that the Client does not pay the payable amounts at the latest on the due date, the Client shall automatically be in default, without any further or prior notice of default being required. In case of the said payment default by the Client, the Contractor shall be entitled to discontinue or suspend any and all activities to be performed for the benefit of the Client with immediate effect. All without the Contractor being liable in any way whatsoever in respect of the Client, the Participant or third parties. The Client indemnifies the Contractor against claims of Participants or third parties on account of the same.

7.5 If the Client is in default in conformity with article 7.4 then the Client shall be in default by operation of law and liable to pay the statutory (commercial) interest. The interest on the due and payable amount shall be calculated from the moment that the Client is in default up to the moment of payment of the due and payable amount in full.

7.6 The Contractor is entitled to first apply payments made by the Client to the costs, then to the accrued interest, and finally to the principal sum and the accruing interest. The Contractor can, without thus being in default, refuse a payment offer if the Client designates a different order for the payment. The Contractor can refuse payment in full of the principal sum if the accrued and accruing interest and collection costs are not also paid.

Article 8 - Liability

8.1 The Contractor shall only be liable for any damages incurred by the Client, Participant(s), or third parties if the said damages are directly and solely caused by the intentional or conscious recklessness of the Contractor or the managerial employees (belonging to the management of the Contractor).

8.2 The Contractor shall not be liable for damages of any nature whatsoever arising from the fact that the Contractor departed from incorrect and/or incomplete information provided by or on behalf of the Client.

8.3 If the Contractor would be liable for damages in accordance with article 8.1 then the liability shall always be limited to: (1) exclusively direct damages and (2) the invoice amount for the goods or services that caused the harmful event, in the course of which (3) an absolute maximum amount of €500 per event causing the damages applies, where a series of related or successive events must be qualified as one harmful event, as well as (4) an absolute maximum amount of €1,500 per calendar year and/or for all harmful events combined.

8.4 The term "direct damages" referred to in article 8.3 shall only include: (1) reasonable costs incurred in determining the cause and extent of the damages, to the extent that the determination relates to damages as defined in these terms and conditions, (2) any reasonable costs incurred to have the defective performance of the Contractor conform to the agreement, to the extent that these costs can be attributed to the Contractor, and (3) reasonable costs incurred to prevent or limit damages, to the extent that the Client demonstrates that these costs have led to the limitation of direct damages as referred to in these general terms and conditions.

8.5 The Contractor shall never be liable for any indirect damages or consequential damages, including (in any case, but not limited to): lost profit, incurred losses, lost savings, losses due to business interruptions, damages relating to the mental or physical health of Participants or third parties, illness / incapacity for work or absenteeism of Participants or third parties, goodwill, the processing of personal data, demands or claims of third parties (also including: supervisory authorities, official authorities, the tax administration, and the like).

Article 9 – Complaints and disputes

9.1 Any complaints about services supplied by the Contractor must be notified in writing and with justification to the Contractor within two working days of performance of the same. In the absence of the said notification, the Client is deemed to have approved the supplied service. The submission of a complaint does not release the Client from its payment obligations.

9.2 The Contractor commits to respond to a complaint within three weeks and to provide notice of the period within which a decision shall be made. If a delay is necessary due to further investigation of the dispute or complaint then the Client / Participant shall be notified accordingly and an indication shall be given of when a decision is expected. A complaint shall always be treated confidentially.

9.3 If the dispute or complaint is not resolved by the aforementioned procedure then it can be brought to the cognisance of the competent court. However, the parties shall only resort to the court after they have made every effort to settle a dispute through mutual consultation.

Article 10 – Confidentiality and Dutch Personal Data Protection Act

10.1 The Contractor treats any and all information about individual Clients / Participants confidentially and ensures that this information is not disclosed to third parties. The Contractor is required to maintain confidentiality in respect of third parties unless the Contractor is subject to a legal or professional obligation to disclose the same. The Contractor is not authorised to use the obtained privacy-sensitive information for a purpose other than that for which the information was obtained.

10.2 The Contractor ensures that the confidentiality obligation referred to in article 10.1 is also complied with by any third parties involved in the performance of its activities.

10.3 By entering into an Agreement with the Contractor, permission is granted to the Contractor for the automatic processing of the personal data obtained from the Agreement and consequently commits to be bound by our Privacy Statement. Our Privacy Statement can be found and consulted on our website.

10.4 Retention period: The personal data are not kept longer than necessary for the performance of the instruction, unless stipulated otherwise with the Client / Participant.

Article 11 – Intellectual property

The Contractor reserves the rights and authorities vested in the same pursuant to the Dutch Copyrights Act and other legislation and regulations in the field of intellectual property. The Contractor has the right to use the knowledge gained through the implementation of an Agreement for other purposes, provided that strictly confidential information of the Client is not disclosed to third parties.

Article 12 – Applicable law and other provisions

12.1 Dutch law is exclusively applicable to any and all arrangements and Agreements by and between the Contractor and the Client.

12.2. If the Contractor and the Client / Participant have a dispute arising from an agreement, then they are required to first attempt to resolve this dispute through consultation.

12.3. Any and all disputes related to agreements between the Contractor and the Client shall exclusively be settled by the competent court in the district in which the Contractor is established.

12.4. In the event of a discrepancy between a provision of these general terms and conditions and a specific provision of an agreement concluded by and between the parties, the provision contained in the specific agreement shall always prevail, unless stipulated otherwise.

12.5 The use of smileys, emoticons, or other comparable symbols does not result in any legal consequences. If it is established that the said use can lead to legal consequences then the most favourable interpretation for the Contractor shall apply, even if the Contractor is not (exclusively) the receiving party.

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