

## GENERAL TERMS AND CONDITIONS

### Article 1 Definitions

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

1. *Contractor*: Wendelien van Bunnik, also trading as Wendelien Drinks Coffee and The Happy Coffee Network, located in (3608 TC) Maarssen, at Bloemstede 166, registered with the Dutch Chamber of Commerce under number 84091150.
3. *Client and/or participant*: the natural or legal person who has commissioned the contractor to supply products and/or services or takes part in them.
4. *Consumer*: the natural person, not acting in the exercise of a profession or business, who has placed an order with the contractor to supply products and/or services.
4. *Products and/or services*: all services related to (online) advice, coaching, guidance, training and workshops in the field of coffee, its preparation, the skills required for it and related (online) products or services such as, speaker and/or jury services, membership The Happy Coffee Network, e-books, templates, podcasts and or webinars. The foregoing applies in the broadest sense of the word.
5. *Documents*: all goods the parties make available to each other, including (digital) documents or data carriers, as well as all goods produced by the contractor in the context of the execution of the order, including (digital) documents or data carriers.
6. *Agreement*: any written agreement between the customer and/or participant and the contractor to provide services by the contractor for the customer and/or participant.
7. *Parties*: the client and/or participant and the contractor together.

### Article 2 Applicability

1. These general terms and conditions apply to all offers, quotations and agreements made or entered into by the contractor within the scope of the execution of the work and also apply for the benefit of third parties engaged by the customer and/or participant in the execution.
2. Deviations from these general terms and conditions are only valid if they have been agreed in writing between the customer and/or participant and the contractor.
3. If the customer and/or participant uses general terms and conditions and refers to them, their applicability is hereby explicitly rejected.
4. If any provision, forming part of these general terms and conditions or the agreement, should be null and void or annulled, only the provision in question shall be inapplicable and, in consultation between the parties, shall be immediately replaced by a provision that approximates the intent of the original provision as closely as possible. All other provisions shall retain their validity.
5. The contractor is entitled to amend these general terms and conditions unilaterally. Amendments will also apply to agreements already entered into. The contractor shall inform the client and/or participant of any amendments to the general terms and conditions by e-mail.
6. Amendments to general terms and conditions will take effect thirty days after the customer and/or participant have been notified. Only for clients and/or participants acting as natural persons (consumers) it applies that if they do not agree with the announced changes, they have the right to terminate the agreement. This does not apply to client and/or participants acting in the capacity of a profession or company, they are obliged to accept the changes.

### Article 3 Offers and quotations

1. All offers and/or quotations made by the contractor are non-binding in the sense that the contractor has the right to revoke an offer made no later than five days after receiving acceptance. Quotations are valid for the period stated in the offer.  
If no period is included, a period of 14 days shall apply.
2. Offers may be based on data provided by the client and/or participant. If after quotation it appears that the data provided deviate from the prevailing circumstances, no rights can be derived from offers made

by the contractor. In the case of an offer based on a certain number of participants, a deviation in the number of participants of up to 10% is allowed. The price will be adjusted accordingly. In case of a larger deviation, the offered rate will no longer be valid and a new quotation will be issued.

3. Offers and/or quotations shall be made in writing and/or digitally, unless urgent circumstances make this impossible.
4. The contractor cannot be held to its offers and/or quotations if the client and/or participant should have understood, in terms of reasonableness and fairness and generally accepted views, that the offer and/or quotation or any part thereof contains an obvious mistake, slip of the pen, printing, typesetting or typing error.
5. A compound quotation will not oblige the contractor to deliver part of the items included in the offer and/or quotation and/or to perform part of the assignment at a corresponding part of the quoted price.
6. Offers and/or quotations do not automatically apply to future assignments or repeat orders.

#### **Article 4 Agreement**

1. The agreement is established after the client and/or participant has accepted the offer made by the contractor. If the acceptance of the customer and/or participant deviates from the offer, whether or not on minor points, the agreement shall not be established until the contractor has expressly agreed to these deviations in writing.
2. If the client and/or participant issues an assignment to the contractor without a prior offer, the contractor shall only be bound by this assignment after it has confirmed it to the client and/or participant in writing.
3. Agreements shall only become binding for the contractor through written confirmation from the contractor or as soon as the contractor - without objection from the customer and/or participant - has commenced performance.
4. Amendments to the agreement shall be valid only if and insofar as they have been agreed in writing between the parties. The contractor shall carry out the desired changes, provided that they are reasonably possible. Changes may entail that the agreed delivery time or execution period is exceeded by the contractor, which shall be considered force majeure.
5. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the agreement, the contractor will inform the customer and/or participant as soon as possible. The parties will then proceed to amend the agreement in good time and in mutual consultation.

#### **Article 5 General obligations of client and/or participant**

1. The client and/or participant is obliged to provide the contractor with all information and documents which the contractor, in its opinion, requires for the correct, complete, safe and uninterrupted execution of the agreement, if requested, in a timely manner, in the desired form and in the desired manner.
2. The client and/or participant is, if applicable, obliged to give the contracted party access to the location, premises or space or to make these available where the agreed services or work will be carried out by the contracted party, as well as the necessary (sanitary) facilities, connections, meals and tools required by the contracted party.
3. The contractor has the right to suspend the execution of the agreement until the client and/or participant has complied with the obligation mentioned in the previous paragraphs.
4. The customer and/or participant is obliged to inform the contractor immediately about facts and circumstances that may be important in connection with the conclusion and further execution of the agreement.  
Any desired changes, including the number of participants, must be made known to the contractor in writing no later than 14 days before the planned date. Any additional costs incurred as a result and/or influence that the changes have on the quality will be at the expense and risk of the client.
5. The extra costs resulting from the delay in the execution of the agreement and any extra work arising from the failure to make the requested data available, or the failure to do so on time, properly or as agreed, shall be borne by the client and/or participant.
6. If the client and/or participant requests so, the documents made available will be returned to them.

7. The customer and/or participant may make high demands on the advice and services provided by the contractor, but the customer and/or participant guarantees the accuracy, completeness and reliability of the data and documents made available to the contractor by or on behalf of him, even if these come from third parties. The client and/or participant always remains responsible and liable for the possible consequences of providing incorrect, incomplete and unreliable data and documents.
8. Client and/or participant is at all times responsible for:
  - the use of the coaching, guidance, training and/or consulting services for the purposes for which they were provided;
  - achieving the objectives and results intended by client and/or participant;
  - his/her own behavior and well-being during the coaching or in the The Happy Coffee Network membership and the consequences thereof;
  - dealing with any import of materials sent by the contractor and the import or customs costs involved. Contractor is not responsible or liable for not being able to receive sent materials because of this;
  - the security of the location, premises or space where the contractor is to perform the services;
  - providing the aforementioned location with all materials and tools required for the performance of the services by the contractor;
  - providing electricity, plumbing and other connections required for the performance of the services by the contractor at the location where these services are to be performed;
  - obtaining the necessary permits for the location, premises or space where the services are to be performed by the contractor and complying with legal requirements;
  - providing a location that is safe for the health of participants in the contractor's services. The contractor shall not be liable for any injury to participants in its services;
  - keeping secure any login credentials provided by the contractor for services provided online.
9. Client and/or participant is obliged to read through and check the data from any documents received at all times for accuracy and design and to communicate any inaccuracies and desired changes to the contractor as soon as possible.
10. Client and/or participant may never provide or forward to third parties any log-in data obtained for online coaching, training or guidance, participation in The Happy Coffee Network membership and/or workbooks, e-books, webinars or other digital products provided by contractor. This also includes the prohibition of sharing one account with multiple persons. Further intellectual property rights of contractor that client and/or participant must respect are listed in article 19.

#### **Article 6 Implementation of assignment in general**

1. The contractor will determine the manner in which and by which person(s) the agreement will be performed. The contractor will, of course, perform the services itself as much as possible. However, she shall be entitled to delegate the performance to a third person. Where possible, the contractor shall take account of timely and responsible instructions from the client regarding the performance of the agreement.
2. The contractor shall perform the work to the best of its knowledge and ability and in accordance with the requirements of good workmanship. In order to ensure a good quality of service, the contractor has SCA (Specialty Coffee Association) certification. Contractor is an authorized SCA trainer. However, the contractor only has a best-efforts obligation with regard to services rendered and the contractor is not liable for disappointing results and/or failure to achieve intended objectives as a result of advice, coaching, training and/or workshop provided by her, as the result depends primarily on the commitment, motivation and skills of the client and/or participant.
3. The contractor has the right to have (part of) the work performed, without notification to and explicit consent of the client and/or participant, by a person or third party to be designated by the contractor, if this is desirable in the opinion of the contractor. These general terms and conditions also apply to any products and/or services provided by third parties.
4. The contractor shall keep the client and/or participant informed of the activities carried out in execution of the assignment and shall notify him of the completion of the assignment, if the client and/or participant is unaware of them.

5. If during the term of the agreement work is carried out for the benefit of the profession or company of the client and/or participant which is not covered by the work to which the agreement relates, this will be considered a new, supplementary agreement.
6. Any deadlines stipulated in the agreement within which the work must be carried out are only approximate and not strict deadlines. Exceeding such a deadline shall therefore not constitute an attributable failure on the part of the contractor and shall not constitute a ground for dissolution of the agreement.
7. The contractor has the right to execute the agreement in phases and to suspend the execution of those parts that belong to the next phase or phases until the client and/or participant has approved in writing the results of the preceding phase.
9. If the agreement is executed in phases, the contractor has the right to invoice each executed part separately and demand payment for it. If and as long as this invoice is not paid by the customer and/or participant, the contractor is not obliged to execute the next phase and has the right to suspend the agreement.
10. Client and/or participant may receive login information for online training, coaching, workshops, The Happy Coffee Network membership, etc. for this purpose from contractor. Client and/or participant is responsible for the safe use of this data and its storage. The coaching, trainings and/or workshops or participation in the The Happy Coffee Network membership can be followed in the time frame specified in advance by the contractor.
11. Sessions and/or appointments for coaching will be scheduled by mutual agreement between the parties. After each session a new session is scheduled until the maximum number of sessions has been reached. Thereafter, the coaching process will be considered definitively completed.
12. The contractor reserves the right to mention or use the client's name, the project and the work performed as a reference or example for study, intervision and/or all commercial purposes, without owing any compensation to the client and/or participant, subject to mandatory provisions regarding personal data of natural persons. Prior permission for use of the client name will always be requested from the client and/or participant.
13. The contractor reserves the right to (have) visual material produced during the performance of services (such as during workshops, events, trainings, online master classes and/or webinars, etc.) and to use this for commercial and promotional purposes. Client and/or participant must give explicit permission for this at the conclusion of the agreement. This permission may be withdrawn by written request.

#### **Article 7 Implementation and obligation The Happy Coffee Network membership**

1. The provisions contained in this article apply specifically to the The Happy Coffee Network membership of contractor and apply in addition to or in derogation of the other articles of these general conditions. In case of conflict with other provisions in these general conditions, the provisions included in this article shall prevail with respect to the The Happy Coffee Network membership.
2. Contractor may begin participation in The Happy Coffee Network membership at any time and may opt for membership on a monthly, quarterly or annual basis.
3. Contractor has the right to refuse participation in The Happy Coffee Network membership at any time and without giving reasons to client and/or participant. Contractor shall make this known to client and/or participant in writing or digitally.
4. Payment shall be made immediately in full in advance upon registration for the chosen period of a month, quarter or year. For quarterly or annual memberships, the client and/or participant will receive a discount.
5. When entering into the membership, the client and/or participant declares to agree to the commencement of services within 14 days and to waive their right of withdrawal.
6. If client and/or participant wishes to cancel the membership, he will owe the full cost of the chosen membership, no refund will be made..
7. The client and/or participant can only cancel the membership by the end of the agreed period, i.e. by the end of the month for a monthly membership, by the end of the quarter for a quarterly membership and by the end of the year for an annual membership subject to 1 month's notice. If no timely notice of cancellation is given by the end of the agreed period, the membership is tacitly renewed under the same conditions. After renewal of an annual membership for another year, or after 3 renewals of a quarterly

membership, this form of membership can be cancelled on a monthly basis, subject to 1 month's notice. Any discounts obtained for a quarterly or annual membership, will expire upon cancellation. The rate will be recalculated without discount and any remaining amount will be refunded to the client and/or participant.

8. Contractor has the right to terminate the membership with a client and/or participant at any time with immediate effect if client and/or participant behaves improperly or disrespectfully toward contractor or other participants in The Happy Coffee Network membership or behaves in violation of the guidelines and terms and conditions, which also includes failure to pay on time.
9. Termination shall be given in writing or digitally to the contractor.
10. Contractor is not responsible or liable for behavior, actions and/or statements of participant in the The Happy Coffee Network membership in any way. Client and/or participant is responsible for his own efforts and for achieving the intended objectives and/or results. Contractor only has an obligation of effort.
11. When executing the services in the The Happy Coffee Network membership, the contractor also makes use of external, third parties. These general conditions are equally applicable to the services provided by these third parties.
12. Any additional payments for (online or offline) events or other services and/or products, are non-refundable.
13. Client and/or participant is obliged to observe strict confidentiality regarding all information, data, advice, documents, methods and all products and/or services offered therein as well as all personal data of other participants. All intellectual property rights of products and/or services, advice, coaching and other items offered in The Happy Coffee Network membership that are subject to intellectual property rights shall remain with the contractor or the third party engaged. Participation in The Happy Coffee Network membership does not include any transfer of an intellectual property right to client and/or participant. Client and/or participant acquires a license for use of the aforementioned products and/or services, advice, coaching and all items used in the process only for the period of membership.
14. Nothing from The Happy Coffee Network membership may be distributed to third parties by the client and/or participant, with or without the involvement of third parties, or be duplicated, made public, processed or exploited. The intellectual property provisions included in article 19 are also applicable. This also includes the prohibition of sharing one account with multiple people.
15. In case of violation of the intellectual property provisions and privacy provisions included in this article and the other terms and conditions, the penalties included in article are applicable, in addition to the obligations of the client and/or participant to compensate the full damages of the contractor and/or third parties. In addition, participation in The Happy Coffee Network membership will be terminated immediately without the client and/or participant being entitled to a refund or compensation and there will be a lifetime ban on paid products and/or services (including events).

#### **Article 8 Right of withdrawal**

1. The right of withdrawal does not apply to corporate client and/or participants.
2. The right of withdrawal does not apply to customized products and services, including coaching specifically tailored to the coachee.
3. Only if there is a remote purchase, i.e. the purchase of one or more (digital) products or services by a consumer of the contractor without being able to inspect this product or service prior to the purchase (i.e. by telephone, in writing or online), the consumer may dissolve the agreement relating to the purchase of one or more products or services during a 14-day cooling-off period without giving reasons. The contractor may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).
4. The cooling-off period referred to in paragraph 1 starts the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
  - a. If the consumer has ordered multiple products in the same order: the day the last product is received. The contractor may, provided it has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.
  - b. If delivery of a product consists of several shipments or parts: the day on which the last shipment or part is received;

- c. If a service is involved, the day on which the agreement was concluded.
5. If the consumer exercises his right of withdrawal, he must inform the contractor of this within 14 days in writing or by e-mail in an unambiguous manner. The consumer may also request an appropriate model form from the contractor.
6. The consumer bears the risk and the burden of proof of correct and timely exercise of his right of withdrawal.
7. Upon exercise of the right of withdrawal, all additional agreements between the consumer and the contractor shall be dissolved by operation of law.
8. If the withdrawal is made by the consumer by e-mail, the consumer shall receive a receipt notification from the contractor without delay upon receipt of the withdrawal notification by the contractor.
9. The contractor shall promptly reimburse the consumer for all payments including the paid shipping costs for the charged product, except for the return costs, but at the latest within 14 days following the day of notification of the withdrawal by the consumer to the contractor.
10. Refund shall be made free of charge and in the same manner as the way payment was made, unless the consumer agrees to another method of payment for refund.
11. Additional costs for a delivery chosen by the consumer that is more expensive than the standard delivery do not have to be reimbursed by the contractor.

#### **Article 9 Exclusion of the right of withdrawal**

1. The contractor can exclude the right of withdrawal for the following products and services, if this is clearly stated by the contractor at the time of the offer, or at least before the conclusion of the agreement:
  - a. Service agreement, after full performance of the service if:
    - i. the execution has started with the express prior consent of the consumer; and
    - ii. the consumer has declared that he loses his right of withdrawal once the contractor has fully performed the contract.
  - b. Purchase agreement digital products (such as an e-book or online training or workshop) if:
    - i. the performance has started with the express prior consent of the consumer; and
    - ii. the consumer has declared that he waives his right of withdrawal.
  - c. Customized services or products made at the request of the consumer in accordance with his specifications, which are not prefabricated and are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person.
  - d. Services and/or products that take place on a specific date or during a specific time period, for which a ticket must be purchased, such as workshops or other events.

#### **Article 10 Delivery and execution deadlines**

1. Delivery and/or performance shall take place within a period specified by the contractor. Agreed or specified deadlines are only indicative and are never to be regarded as deadlines.
2. If the delivery/completion deadline and/or work period is exceeded, the customer and/or participant must give the contractor written notice of default, whereby the contractor is still offered a reasonable period in which to deliver the work or carry it out. The contractor shall never be obliged to pay any compensation for damages resulting from this.
3. If the contractor requires data or instructions from the customer and/or participant that are necessary for the delivery and/or execution, the delivery or execution period will commence after the customer and/or participant has provided these to the contractor.
4. The risk relating to the goods delivered shall pass to the customer and/or participant at the time of delivery. In these general terms and conditions, the moment of delivery means the moment at which the goods to be delivered leave the premises or warehouse of the contractor or the moment at which the contractor has informed the customer and/or participant that these goods can be collected by him.
5. Dispatch and/or transport of the goods ordered shall take place in a manner to be determined by the contractor, but at the expense and risk of the client and/or participant. The contractor is not liable for any damage, of whatever nature - whether or not to the goods themselves - related to the shipment and/or

transport. Provisions included in the general conditions of the carrier do not affect the provisions of this paragraph.

#### **Article 11 Force majeure**

1. If the contractor cannot fulfill his obligations under the agreement, or cannot fulfill them on time or properly, as a result of a cause not attributable to him, including but not limited to illness of himself, employees or third parties engaged, computer network failures or other technical shortcomings of suppliers of the contractor or third parties engaged by the contractor, pandemics and epidemics, government measures and other stagnation in the normal course of business within his company or that of the client and/or participant, those obligations will be suspended until the time the contractor is still able to fulfill them in the agreed manner
2. In these general terms and conditions, force majeure means circumstances which cannot be attributed to the fault of the contractor and which are not for the account of the contractor by virtue of the law, a legal act or generally accepted practice.  
In addition to this interpretation of force majeure by law and jurisprudence, force majeure shall also include all external causes, foreseen or unforeseen, over which the contractor cannot exercise any control, but which prevent the contractor from fulfilling his obligations. Indien de periode van overmacht langer duurt dan 2 maanden of blijvend van aard is, zijn beide partijen gerechtigd de overeenkomst met onmiddellijke ingang, door middel van schriftelijke kennisgeving, zonder rechterlijke tussenkomst, te ontbinden zonder dat partijen aanspraak kunnen maken op enige schadevergoeding.
3. If at the time of the occurrence of force majeure the contractor has already partially fulfilled its obligations under the agreement or will be able to fulfil them, the contractor is entitled to invoice separately the part already fulfilled or to be fulfilled respectively. Client and/or participant will be obliged to pay this invoice as if it were a separate agreement.

#### **Article 12 Rates and (price) changes**

1. All rates and prices are expressed in euros and are inclusive of VAT for consumers and exclusive of VAT for business client and/or participants. The rates and prices are exclusive of government levies, import or customs charges, travel, accommodation, meals, shipping and administration costs, unless otherwise indicated.
2. The contractor shall charge services either on the basis of hourly rates which the contractor agrees in advance with the client and/or participant or on the basis of a predetermined and agreed amount per service/agreement.  
If after the conclusion of the agreement the level of wages and (raw material) costs increases, whether or not on the basis of a legal obligation, the contractor is entitled to increase its rate accordingly. Client and/or participant shall be obliged to pay this price increase.
3. If the contractor charges on the basis of hourly rates, an estimate of both the content of the services and the costs involved will be made before the contractor starts an assignment. However, the client and/or participant cannot derive any rights from this estimate.
4. If a rate has not been expressly agreed upon, the rate will be determined on the basis of hours actually spent and the contractor's usual hourly rates.
5. If the contractor has agreed on a fixed rate with the client and/or participant, the contractor is nevertheless entitled to increase this rate if, during the execution of the work, it turns out that the amount of work originally agreed or expected was underestimated to such an extent when the agreement was concluded, and this is not attributable to the contractor, that the contractor cannot reasonably be required to perform the agreed work at the originally agreed rate. Naturally, the contractor shall inform the client and/or participant of this without delay. The client and/or participant is obliged to pay for these additional costs.
6. The moment additional work arises in relation to the accepted assignment, the contractor will inform the customer and/or participant of the financial consequences.
7. The contractor specifies invoices by assignment and, in the case of hourly rates, by the number of hours involved.

8. Contractor is entitled to increase its rates at any time, except for consumers within 3 months of the conclusion of the agreement. For continuing contracts such as The Happy Coffee Network, this will occur annually. Only consumers may terminate the agreement because of the price increase, by written notice before the price increase takes effect.
9. Contractor has the right to suspend the execution of her work before the start and in the interim until client and/or participant has paid an advance for the work to be performed, to be reasonably determined by contractor, or has provided security for this.
10. If the agreement ends before the assignment is completed or the time for which it was granted has expired, the contractor shall be entitled to payment of fees for and costs of the part of the work already performed.

### **Article 13 Payment**

1. The client and/or participant must pay the invoice amount within 14 days of the invoice date and in the manner indicated by the contractor and in the currency invoiced, unless expressly agreed otherwise.
2. Payment of the services purchased from the contractor by the client and/or participant must be made in one lump sum prior to performance, unless the contractor enters into a payment arrangement with the client and/or participant, whereby a surcharge is applied to the instalment amount and the contractor is free to refuse a payment arrangement. When paying in installments, the installments must be paid monthly in advance. The first instalment must be paid before the contracted party starts carrying out the coaching.
3. Digital products such as e-books, webinars, templates and/or other digital products must be paid in full by the customer and/or participant prior to delivery.
4. If the contracted party invoices a client and/or participant on the basis of hourly rates, these hours will be invoiced at the end of the month to the client and/or participant who must then pay the invoice within the set invoice period.
5. Payment shall, subject to mandatory provisions for consumers, take place without deduction, setoff or suspension for whatever reason.
6. Objections to the amount of the invoice do not suspend the payment obligation.
7. If the customer and/or participant has not paid within the period referred to in paragraph 1, or has not paid within the further agreed period, he will be in default by operation of law and the contractor will be entitled, without any further demand or notice of default being required, to charge the customer and/or participant the statutory (commercial) interest on the invoiced amount from the due date, up to the date of payment in full, without prejudice to the contractor's further rights.
8. In the event of late or incomplete payment by the customer and/or participant, the contractor is also entitled, without any prior demand or notice of default being required, to charge the customer and/or participant (extra)judicial collection costs of 15% of the agreed total amount, with a minimum of € 100.00, also insofar as the actual costs exceed the court order for procedural costs. The latter applies insofar as mandatory legal provisions do not dictate otherwise.
9. Notwithstanding the provisions of paragraphs 7 and 8 above, the client and/or participants acting as natural persons (consumers) shall first receive a written notice of default, whereby an additional period of 14 days from the day of receipt of this notice of default shall be offered to still meet the payment obligation, before they shall be in default.
10. The extrajudicial collection costs on the principal sum are calculated for consumers in accordance with the Dutch Extrajudicial Collection Costs Decree (ECCD) as follows:
  - over the first Euro 2.500,- 15% with a minimum of € 40,-, maximum € 375,-
  - over the next Euro 2.500,- 10%
  - over the next Euro 5.000,- 5%
  - over the next Euro 190.000,- 1%
  - over the amount exceeding the Euro 200.000,- 0,5% with a maximum of € 6.775,-
11. Payments made by the customer and/or participant will first be deducted by the contractor from all interest and costs due and subsequently from the longest outstanding payable invoices.



12. In the event of an assignment given jointly, the customer and/or participants will be jointly and severally liable for payment of the invoice amount insofar as the work has been carried out for the joint customer and/or participants.
13. The contractor is always entitled to demand cash payment or (partial) advance payment or interim payment or any other security for payment from the client and/or participant.
14. If full payment is not made by the customer and/or participant, the contractor has the right to terminate the agreement without further notice of default or judicial intervention by means of a written statement or to suspend its obligations under the agreement until payment has been made or the customer and/or participant has provided proper security for this. The contractor also has this right of suspension if, even before the customer and/or participant is in default of payment, it has sound reasons to doubt the creditworthiness of the customer and/or participant.
15. In case of late and/or full payment, any license for an app or membership in a course or The Happy Coffee Network will also be terminated.

#### **Article 14      Inability to pay**

1. Without prejudice to the provisions of the other articles of these general terms and conditions, the contractor is entitled to dissolve the agreement without further notice of default and without judicial intervention by means of a written statement to the client and/or participant, at such time as the client and/or participant:
  - a. is declared bankrupt or a petition for his bankruptcy is filed;
  - b. applies for (temporary) suspension of payment;
  - c. is the subject of an attachment order;
  - d. is placed under guardianship or administration;
  - e. otherwise loses the power of disposition or legal capacity with respect to his assets or parts thereof.

#### **Article 15      Liability and indemnification**

1. If the client and/or participant demonstrates that he has suffered direct damage as a result of an attributable failure arising from or related to the performance of an assignment by the contractor, the contractor's liability for direct damage only, subject to mandatory provisions, will be limited to the payment made in the case in question under the liability insurance taken out by the contractor. If no payment is made under this liability insurance or it does not apply, any liability will be limited to a maximum of the amount invoiced or to be invoiced by the contractor under the agreement from which the damage results, excluding VAT..
2. The contractor will never be liable for trading losses, indirect losses or consequential losses suffered by the client and/or participant or third parties, including but not limited to losses suffered or loss of profit, stagnation in the regular course of business within the company of the client and/or participant or third parties, bodily injury or immaterial damage.
3. The contractor shall never be liable for any form of damage suffered by third parties. The client and/or participant indemnifies the contractor against all claims from third parties. Should the contractor be held liable by third parties, the client and/or participant will be obliged to assist the contractor both extra-judicially and judicially. All costs and damages on the part of the contractor and third parties will otherwise be at the expense and risk of the customer and/or participant.
4. Except with regard to consumers, the contractor shall never be liable for damage suffered by the customer and/or participant or third parties resulting from an act or omission of auxiliary persons or third parties engaged by the contractor, even if they are employed by an organization affiliated with the contractor. The customer and/or participant will in such cases only have to turn directly to this auxiliary person or third party engaged.
5. The contractor is not liable for damage incurred by the client and/or participant or third parties as a result of:
  - the failure of the customer and/or participant to comply with the obligations contained in these terms and conditions;
  - the provision of incorrect or incomplete data or information by the customer and/or participant to the contractor, or otherwise resulting from an act or omission by the customer and/or participant;

- inexpert, incorrect or improper use of the advice, guidance, coaching, training, workshop and/or digital products by the client and/or participant;
  - failure of the client and/or participant to follow the advice of the contractor;
  - use of the services for purposes other than those intended by the client and/or participant or third parties;
  - a longer performance or delivery period than originally anticipated, regardless of the underlying cause;
  - necessary intervention in the coaching, training or workshop that is unavoidable for the execution of the activities as such;
  - errors in equipment or software used
  - failures, interruptions or unavailability in the broadest sense of the word of the online learning environment, the program or training or other digital products;
  - disappointing results and/or failure to achieve intended objectives, etc;
  - infringements of intellectual property rights, copyrights or privacy rights of the contractor or third parties due to data or other information and documents provided by the client and/or participant or due to the sharing and/or disclosure of course materials and/or login details of the contractor.
6. In the event of any consequential damage caused by a defective product (product liability), the customer and/or participant must contact the producer of the product directly. If necessary, the contractor will provide the client and/or participant with the contact details of the relevant producer required for this purpose.
  7. The contractor shall at all times be entitled, if and insofar as possible, to undo or limit the damage suffered by the customer and/or participant by repairing or improving the assignment.
  8. A claim for compensation for damage must be submitted to the contractor no later than 14 days after the customer and/or participant has discovered or reasonably could have discovered the damage, failing which the right to compensation for damage lapses. Notwithstanding the statutory limitation periods, any right to compensation for damages shall lapse after the expiry of a period of 12 months following the event causing the damage.
  9. If the contractor makes a mistake in the execution of the work that is known to the customer and/or participant, the latter is obliged to inform the contractor of this immediately after he discovered or could have discovered the mistake. If he fails to report that error to the contractor, the contractor shall not be liable for the damage.
  10. The limitations of liability contained in this article shall not apply if the damage is due to intent or gross negligence on the part of the Contractor or its executives or if mandatory provisions of law, whether for consumers or otherwise, prevent it.

#### **Article 16      Suspension/termination**

1. Contractor has the right to suspend the fulfillment of all its obligations, including the delivery of documents or other items to client and/or participant or third parties or the provision of access to any The Happy Coffee Network membership or app, until such time as all due and payable claims on client and/or participant are paid in full, if:
  - a. client and/or participant does not or not fully comply with the obligations under the agreement.
  - b. after the conclusion of the agreement the contractor learns of circumstances that give good reason to fear that the client and/or participant will not fulfill the obligations. In the event that there are good grounds to fear that the customer and/or participant will only partially or improperly fulfil their obligations, suspension will only be permitted to the extent justified by the shortcoming.
  - c. the customer and/or participant was requested to provide security for the fulfilment of his obligations from the agreement when the agreement was concluded and this security is not provided or is insufficient.
2. The contractor shall also be entitled to dissolve the agreement in the aforementioned situations or if other circumstances arise which are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement can no longer be reasonably expected.

3. Dissolution shall be by written notice without judicial intervention.
4. If the agreement is dissolved, the claims of the contractor against the client and/or participant shall be immediately due and payable. If the contractor suspends the fulfillment of the obligations, it retains its claims under the law and the agreement.
5. The contractor always retains the right to claim damages and is not liable for any damages suffered or costs incurred by the client and/or participant or third parties..

#### **Article 17      Termination/cancellation**

1. The agreement concluded between the client and/or participant and the contractor shall terminate upon the death of the contractor or upon the liquidation or dissolution of the contractor's company.
2. If the work to be carried out by the contractor is not completed when the agreement ends, the contractor's heirs shall not be obliged to complete this work (or have it completed), even if the contractor's business is continued in some way. In that case the principal and/or participant shall pay the heirs the total sum, less a reasonable amount to be determined in consultation with the heirs, for the uncompleted part of the work.
3. Should the customer and/or participant wish to cancel the agreement prior to or during its execution, he shall owe the contractor compensation for the costs already incurred as well as damages to be determined by the contractor. This additional compensation shall include all damages suffered as a result of the cancellation including lost profits.

In addition to payment of the costs already incurred, the contractor is entitled to fix the aforementioned damages and charge them to the customer and/or participant as follows:

##### *Membership The Happy Coffee Network*

- Beyond the 14-day withdrawal period, a membership cannot be cancelled, only cancelled subject to the notice period set forth in this article and other terms and conditions;

##### *Digital products and/or services*

- Since digital products and/or services are delivered immediately, and within the 14-day withdrawal period, and can be used by client and/or participant, no cancellation is possible after purchase. No refunds will be given and the right of withdrawal is excluded. Client and/or participant declares upon purchase that they agree to delivery within the 14 day withdrawal period and waive their right of withdrawal (after completion of the digital service);

##### *Participation in an event or workshop*

- Tickets for an event or workshop are excluded from a right of withdrawal as the ticket price is determined based on the cost and number of participants. No refunds will be given in case of cancellation. Only in consultation with and after permission of the contractor, client and/or participant can transfer their ticket to a third party;

##### *Other services, such as coaching and speaker or jury assignments*

- 10% of the agreed total amount of damages, plus reimbursement of costs already incurred by the contractor, for cancellation up to 1 month before the commencement of the performance by the contractor;
- 20% of the agreed total amount of damages, plus reimbursement of costs already incurred by the contractor, in the event of cancellation within 1 month to 2 weeks before the commencement of the performance by the contractor;
- 30% of the agreed total amount of compensation, plus reimbursement of costs already incurred by the contractor, in the event of cancellation within 2 weeks to commencement of performance by the contractor;

##### *Single appointments and/or sessions:*

- Client and/or participant may reschedule a scheduled appointment or session once at no charge, provided written notice is given to the contractor 24 hours prior to the start;
  - In case of multiple requests for rescheduling, cancellation or no-show or in case of requests within 24 hours before the start of the scheduled appointment or session, either the session will be cancelled or the contractor will charge the client and/or participant one time the then current hourly rate.
4. If the client and/or participant has agreed to pay in monthly installments, the payment arrangement will lapse upon cancellation and the total remaining amount will be immediately due and payable by the contractor. Client and/or participant is in that case obliged to pay the full amount by return to the contractor. Also, any access to The Happy Coffee Network membership and/or any right to use apps will be terminated immediately.
  5. Client and/or participant shall be liable to third parties for the consequences of the cancellation and shall indemnify the contractor for any resulting claims by these third parties.
  6. The contractor is entitled to set off all amounts already paid by the client and/or participant against the compensation owed by the client and/or participant.
  7. Any definite term contracts, such as The Happy Coffee Network membership, cannot be terminated prematurely except by the end of the agreed period. In case client and/or participant wishes to terminate the membership earlier, no refund will be granted for the remaining period. Only if a membership has been renewed after one year, the membership is terminable by the end of the month with a notice period of 1 month. If a fixed-term contract is not cancelled in time by the end of the agreed period with observance of 1 month's notice, the contract will be tacitly renewed for the same period.
  8. Any perpetual agreements for an indefinite period of time may be terminated monthly by the end of the month by both the client and/or participant and the contractor, subject to 1 month's notice.
  9. The contractor is at all times entitled to terminate the agreement in writing with immediate effect if continuation of the agreement cannot reasonably be demanded of it due to an urgent reason, including but not limited to breach of trust or non-compliance with regulations and advice during coaching by the client and/or participant, without being liable for compensation. The requirement of an urgent reason does not apply to business clients and/or participants.

#### **Article 18      Confidentiality, privacy and cookies**

1. The parties are obliged to maintain confidentiality with respect to third parties not involved in the execution of the agreement. This confidentiality concerns all information of a confidential nature concerning all facts and details concerning the companies which he/she knows or can reasonably suspect to be confidential, which have been made available by the other party and the results obtained by processing them. This confidentiality shall not apply insofar as statutory or professional rules and other national or international regulations of similar effect impose a duty to disclose, or insofar as one party has released the other from the duty of confidentiality. This provision also does not prevent confidential collegial consultations within the organizations of the parties, insofar as the parties consider this necessary for a careful execution of the agreement or for careful compliance with legal or professional obligations.
2. Contractor is entitled to use the numerical results obtained after processing, provided that these results cannot be traced back to individual clients and/or participants and personal data, for statistical or comparative purposes. The contractor also reserves the right to mention or use the client's name, the project and the work performed as a reference or example for study, intervention and/or all commercial purposes, without owing any compensation to the client and/or participant. For use of the client's name, the contractor will seek prior permission from the client and/or participant.
3. The contractor shall not be entitled to use the information made available to it by the client and/or participant for a purpose other than that for which it was obtained, except as provided in paragraph 2, and in the event that the contractor acts on its own behalf in disciplinary, civil or criminal proceedings in which these documents may be of importance. In such cases, the contractor is not liable for any compensation. The client and/or participant is also not entitled to dissolve the agreement on the grounds of any damage resulting from this.
4. Subject to the express prior written consent of the contractor, the customer and/or participant is not permitted to disclose or otherwise make available to third parties the content of advice, (online)

coaching, guidance, training sessions and/or workshops and/or other written or unwritten expressions and the associated resources such as videos, log-in data, e-books and/or workbooks of the contractor, except insofar as this arises directly from the agreement, is made to obtain an expert opinion regarding the work of the contractor in question, or the client and/or participant have a legal or professional obligation to disclose, or the client and/or participant are acting on their own behalf in disciplinary, civil or criminal proceedings.

5. The data and information provided by the client and/or participant to the contractor and collected by the contractor shall be kept carefully and confidentially by the contractor.
6. The contractor may use the customer's and/or participant's personal data originating solely and exclusively in the context of performing its delivery obligation or handling a complaint. The contractor is not allowed to lend, rent out, sell or in any way disclose the personal data of the client and/or participant.
7. When visiting the contractor's website, the contractor may collect information from the client and/or participant about the use of the website by means of cookies. The information the contractor collects through cookies may be used for functional and analytical purposes.
8. If the confidentiality provisions are violated, the client and/or participant will owe the contractor an immediately payable fine of €1,000 for each violation, plus € 100,-- per day that the violation continues, up to a maximum of € 10.000,-- without prejudice to the obligation of the client and/or participant to compensate the resulting damage.

#### **Article 19 Intellectual property**

1. The contractor reserves all rights with regard to products of the mind which he uses or has used in the context of the execution of the agreement with the client and/or participant, insofar as rights in a legal sense may exist or be established in respect of these products.
2. Client and/or participant is expressly forbidden to distribute those products, including but not limited to advice, (online) coaching, guidance, training, workshops, the contents of The Happy Coffee Network membership and/or other expressions, written or otherwise, and the associated means such as e-mails, videos, logins, assignments, e-books and/or workbooks of the contractor, all this in the broadest sense of the word, with or without the involvement of third parties, to third parties, to duplicate, disclose, process or exploit other than to obtain an expert opinion on the work of the contractor. This also includes the sharing of one account by several persons (providing login information and content to third parties). The agreement concluded between the parties does not include any transfer or obligation to transfer an intellectual property right from the contractor to the client and/or participant.
3. Contractor is entitled to use the intellectual products produced by him, which remain his (intellectual) property, including but not limited to advice, (online) coaching, guidance, trainings, workshops, the content of The Happy Coffee Network membership and/or other written or non-written expressions and the accompanying means such as e-mails, videos, login credentials, assignments, e-books and/or workbooks of contractor, to use for other advice, (online) coaching, guidance, trainings and/or workshops and/or other expressions, written or otherwise, and the associated means such as emails, videos, login credentials, assignments, e-books and/or workbooks. However, the client and/or participant may not use or process these intellectual products produced by the contractor, except with the express permission of the contractor.
4. The intellectual property rights which the contractor licenses, such as (web) apps, may never be modified, reproduced, disclosed or exploited by the customer and/or participant.
5. The customer and/or participant guarantees that they are entitled to use the information, images, texts and documents originating from the customer and/or participant and indemnifies the contractor against any claim by third parties based on infringement of an intellectual property right, copyright or copyright right.
6. If the confidentiality provisions are breached, the customer and/or participant will owe the contractor an immediately payable fine of € 1,000 for each breach, plus € 100,-- per day that the breach continues, to a maximum of € 10.000,-- without prejudice to the obligation of the client and/or participant to compensate the resulting damage.

#### **Article 20: Warranties**

1. The contractor will ensure that the services provided and/or (digital) products meet the standards applicable in its industry, but will never provide a more extensive warranty with respect to these services and/or products than as expressly agreed between the parties or as provided by the supplier or manufacturer of the products.
2. During the (statutory) warranty period, if any, the contractor guarantees the usual normal quality and soundness of the products delivered.
3. Guarantees are provided only to the client and/or participant and are not transferable to third parties.
4. The implementation of guarantees shall be suspended until such time as the customer and/or participant has fulfilled all his payment obligations to the contractor with respect to the services and/or products concerned.
5. The contractor does not guarantee and is never deemed to have guaranteed that the services provided and/or (digital) products are suitable for the purpose for which the customer and/or participant wishes to have them used or used, unless it has explicitly confirmed this to the customer and/or participant in writing.

#### **Article 21      Complaints**

1. Complaints relating to the services and/or (digital) products provided and/or the invoice amount must be made known to the contractor in writing within 7 days of delivery, performance or the date of dispatch, or within 7 working days of the discovery of the defect, if the customer and/or participant demonstrates that he could not reasonably have discovered the defect earlier.
2. Complaints do not suspend the payment obligation of the customer and/or participant.
3. If the complaint is not made promptly, all rights of the client and/or participant in connection with the complaint shall lapse and the work (delivered) shall be deemed to have been performed correctly. All consequences of not reporting promptly are at the risk of the client and/or participant.
4. The provisions of this article apply insofar as mandatory provisions relating to consumers do not dictate otherwise.
5. The contractor must be given the opportunity to investigate the complaint.
6. Client and/or participant must give the contractor written notice of default in the event of a deficiency and first offer the contractor an additional reasonable period of at least one month for correction before the contractor can be in default.
7. If the products are (partly) used products or digital products, such as e-books and/or other digital products, any right to complain will lapse.
8. If it is established that a product or service is defective and the customer and/or participant has filed a complaint in a timely manner, the contractor will replace the defective product or service within a reasonable period of time after return receipt thereof or, if return receipt is not reasonably possible, written notification of the defect by the customer and/or participant, or will take care of repair thereof or will pay the customer and/or participant a substitute fee for it, all this at the contractor's discretion. In the event of replacement, the customer will be obliged to return the replaced item to the contractor and transfer ownership of it to the contractor.
9. If it is established that a complaint is unfounded, the costs incurred by the contractor, including research costs, will be borne by the client and/or participant.

#### **Article 22      Applicable law and choice of court**

1. Dutch law shall apply to all agreements between the client and/or participant and the contractor to which these general terms and conditions apply.
2. The applicability of the Vienna Sales Convention or other applicable international laws and regulations is hereby expressly excluded.
3. Any disputes between the parties shall only be settled by the competent court in Utrecht, also subject to mandatory legal provisions.  
Any disputes between the parties shall only be settled by the competent court in Utrecht, even if the client and/or participant is established abroad. With regard to consumers, the competent court in the consumer's place of residence is also competent to settle disputes.