

General Terms and Conditions Team Role Indexatorator

Article 1 - Definitions

<u>Contractor</u>	Team Role Indexator B.V., the private limited company Team Role Indexator who provides training, coaching or assessment services for clients, with its office at Versteeghlaan 28 3769 BN in Soesterberg, registered in the trade register of the Chamber of Commerce under number 89003284;
<u>Client</u>	a company, regardless of its legal form, or natural person that commissions Team Role Indexator to provide an assessment, team coaching or a training;
<u>Consumer</u>	a natural person as a client not acting within the scope of a profession or business, who commissions Team Role Indexator to provide training, coaching or assessment;
<u>Participant</u>	the natural person attending the training provided by Team Role Indexator;
<u>Training</u>	the training provided by Team Role Indexator on behalf of the client for the benefit of a participant, which shall include, but not exhaustively, training, courses, coaching or education;
<u>Coaching</u>	the coaching provided by Team Role Indexator on behalf of the client for the benefit of a participant, which shall include, but not exhaustively, one-on-one coaching sessions, team coaching or team development;
<u>Assessment</u>	the assessment conducted by Team Role Indexator on behalf of the client for the benefit of a participant, which shall include, but not exhaustively, tests, questionnaires, assessment or team tests;
<u>Contract</u>	a contract as referred to in article 3;

Article 2 - Applicability

1. These general terms and conditions apply to all contracts between Team Role Indexator and a client for the provision of training, coaching or assessment as well as to any prior offers or quotations from Team Role Indexator to that client.
2. Different and/or additional conditions to these general terms and conditions shall bind Team Role Indexator only if they are expressly agreed upon in writing between the parties.
3. The applicability of any general or other conditions used by the client is expressly rejected by Team Role Indexator.
4. Each established contract is subject to the then most recent version of the general terms and conditions used by Team Role Indexator.

5. If one or more provisions of these general terms and conditions or the contract are null and void or may be annulled, the remaining provisions of these general terms and conditions and the contract shall remain in full force and effect. Client and Team Role Indexator shall then consult to agree on new provisions to replace the void or annulled provisions, thereby observing the purpose and intent of the original provision if and to the extent possible.

Article 3 - Agreement

1. Assignments to Team Role Indexator shall be given by means of a request from the client, including by submitting a registration form via the website <http://www.teamrol-indexator.nl> or by the client sending an email to the email address info@TeamRol-Indexator.nl or by telephone.
2. However, the contract shall not be established until Team Role Indexator has accepted the assignment.
3. Client will receive from Team Role Indexator a written order confirmation by mail or email confirming acceptance.
4. If the client is a consumer, the following shall additionally apply:
 - a. After the conclusion of a distance contract, client shall have the right to dissolve that contract without giving reasons within fourteen days. If client has not been made aware of this, the period of fourteen days shall not begin until Team Role Indexator has informed the client of this right, up to a maximum of twelve months after the conclusion of the contract.
 - b. In the case of a distance contract that relates primarily to the purchase of course materials, the client shall have the right to dissolve the contract without giving reasons within a period of fourteen days. This period begins on the day following the day of receipt of the course materials. If this has not been pointed out, the period of fourteen days does not start until Team Role Indexator has informed the client of this right, up to a maximum of twelve months after receipt of the course material.
 - c. If client exercises their right as referred to in sub a. or sub b. above, they are entitled to a free refund of the amount they have paid within fourteen days after the dissolution.
 - d. If client uses their right as referred to in sub a. or sub b. above, and they have already received physical training and/or coaching material from Team Role Indexator, they are obliged to return that material to Team Role Indexator as soon as possible and at their own risk, whereby Team Role Indexator is entitled to charge the direct costs of the return to client.
 - e. The provisions of subsection d above shall not apply to course materials provided by Team Role Indexator on electronic data carriers whose packaging seals have been broken. Such teaching materials cannot be returned and their price must be paid in full by the client to Team Role Indexator.
 - f. If client exercises their right referred to in subsection a. or subsection b. above, any additional money loan agreement as a payment arrangement from Team Role Indexator to client shall be terminated by operation of law without any penalty.
 - g. If the training, coaching, or assessment is offered for the most part by means of an electronic (learning) environment, then the right to terminate shall end at the start of that training, coaching, or assessment unless:
 - client has expressly agreed in advance that performance may begin before the end of the dissolution period and declares that they waive their right to dissolution, and
 - Team Role Indexator has confirmed (in writing) the aforementioned statement to the client.

- h. Client may not assert their right referred to in sub a. or b. above if the following conditions are met:
- Client has agreed that the training, coaching, or assessment will begin within the reflection period referred to therein, and
 - Client has expressly waived their right to revoke the order, and
 - The training, coaching, or assessment within the reflection period has already been fully provided;

Article 4 - Price and price change

1. Client shall owe to Team Role Indexator the price in effect at the time of Team Role Indexator's acceptance of the order.
2. The price referred to in paragraph 1 of this article shall also be payable by the client if the participant takes part in only part of the training, coaching, or assessment.
3. Team Role Indexator reserves the right to change its prices.
4. If a price change occurs within a period of three months after the conclusion of the contract, but before the training, coaching, or assessment begins, it will not affect the price referred to in paragraph 1 of this article.
5. If after the period of three months after the conclusion of the contract, but before the start of the training, coaching, or assessment, any price change occurs, Team Role Indexator has the right to charge the price after the price change to the client and invoice the difference to the client.
6. The provisions of paragraph 5 of this article do not apply if the client is a consumer.
7. In the event of a price change as referred to in paragraph 5 of this article where the client is a consumer, the client has the right to dissolve the contract.
8. The provisions of paragraphs 4 and 7 of this article do not apply in the event of price changes resulting from operation of law.

Article 5 - Billing and payment

1. If possible with the confirmation referred to in article 3 paragraph 3, Team Role Indexator will provide client with an invoice for the amount owed by the client for the training, coaching or assessment under the assignment.
2. Payment shall be made within 14 days of the invoice date, with client following the instructions stated on the invoice, without any deduction, discount or setoff.
3. If the client does not, or not completely or not properly meet any obligation under the contract, Team Role Indexator is entitled to suspend the fulfilment of its obligation(s).
4. If the invoice is not paid on time (in full) as referred to in paragraph 2 of this article and the client is a consumer or sole proprietor, the following shall apply:
 - a. client shall be in default from the expiration of the payment period;
 - b. Team Role Indexator will send a payment reminder after the expiration of that deadline, giving the client the opportunity to pay within 14 days of receiving that payment reminder;
 - c. If the client does not meet their payment obligation(s) on time, after they have received the aforementioned payment reminder from Team Role Indexator pointing out the late payment and allowing a period of 14 days to meet their payment obligations, after the expiry of the aforementioned period of 14 days, the client shall owe Team Role Indexator the legal interest on the outstanding amount, and Team Role Indexator shall also be entitled to charge the client for any extrajudicial collection costs it has incurred;

- d. Collection costs are calculated in compliance with the Extrajudicial Collection Costs Standardization Act and, in brief, will amount to:
 - 15% on the outstanding amount up to and including € 2,500.00 with a minimum of € 40.00;
 - 10% on the following €2,500.00;
 - 5% on the following €5,000.00;
 - 1% on the following €190,000.00;
 - 0.5% on the outstanding amount above €200,000.00;
5. If the invoice is not paid on time (in full) as referred to in paragraph 2 of this article and the client is not a consumer or sole proprietor, the following applies:
 - a. client shall be in default from the expiration of the payment period, without the need for a notice of default;
 - b. client shall owe Team Role Indexator the legal commercial interest on the outstanding amount from the expiration of the payment term;
 - c. Team Role Indexator is further entitled to charge the client for the extrajudicial costs it has incurred, which shall be set at 15% of the outstanding amount;
6. Any (partial) payments received from the client shall first be applied to reduce the (collection) costs, then to reduce the statutory (commercial) interest due and finally to reduce the outstanding amount and the current statutory (commercial) interest.
7. Team Role Indexator may, without thereby being in default, refuse an offer of payment if the client designates a different order of attribution than that referred to in the previous paragraph.
8. Team Role Indexator can refuse full repayment of the principal sum, if it does not include the expired statutory (commercial) interest and current statutory (commercial) interest as well as (collection) costs.
9. If the invoice is not paid in time (in full) as referred to in paragraph 2 of this article, Team Role Indexator shall also be entitled to dissolve the contract out of court and to recover any damages from the client on account of this dissolution.
10. In case of liquidation, bankruptcy, attachment or suspension of payment of the client, Team Role Indexator's claims against the client shall be immediately due and payable.

Article 6 - Cancellation

1. Only the client and Team Role Indexator can cancel an assignment;
2. Client may cancel an order only in writing by registered mail or by email sent to the email address info@teamrol-indexator.nl
3. The date on which the client's cancellation is received by Team Role Indexator is decisive for the application of the time periods mentioned in paragraph 4 of this article, where a day can only be a weekday (Monday through Friday), and receipt on the weekend or a national holiday being deemed to be received on the next working day.
4. In case of cancellation by the client, the following cancellation policy shall apply:
 - a. Cancellations up to 4 weeks before the scheduled training, coaching, or assessment are free of charge, except that Team Role Indexator in that case shall be entitled to charge an administration fee of € 35.00;
 - b. In the event of cancellation no later than 2 weeks prior to the scheduled training, coaching, or assessment, client shall remain liable for 50% of the invoice amount of the relevant training, coaching, or assessment;
 - c. In case of subsequent cancellation, the client shall remain liable for the full amount of the invoice amount of the relevant training, coaching, or assessment;

5. The cancellation policy set forth in the previous paragraph also applies in the case of a client not acting in the exercise of a profession or business (consumer), on the understanding that it will only apply after the expiration of any cooling-off period.
6. Team Role Indexator has the right to cancel a training, coaching, or the assessment in the event of insufficient participants in that training, coaching, or the assessment.
7. In this case the client will be notified by Team Role Indexator of the cancellation as soon as possible, but no later than three days before the scheduled training, coaching, or assessment. Also, in this case, Team Role Indexator will provide alternative dates for that training, coaching, or assessment as soon as possible.
8. If Team Role Indexator has to cancel and client does not make use of one of the alternative dates of the training, coaching, or assessment we refer to article 6 paragraph 3 and article 6 paragraph 4.
9. The preceding paragraphs of the article apply in full if client uses any of the alternative dates.

Article 7 - Absence of participant

1. If a participant is prevented from participating in a training, coaching, or the assessment due to force majeure, Team Role Indexator will, at the request of the relevant client, as a best-efforts obligation, attempt to offer that participant a catch-up opportunity.
2. In a situation as referred to in paragraph 1 of this article, the client has the right to replace the participant prevented from participating in the training, coaching, or assessment due to force majeure, at no additional cost, provided that the replacing participant is registered with Team Role Indexator by the client no later than two days before the scheduled training, coaching, or assessment.
3. If the client does not make use of the possibility referred to in paragraph 1 of this article (catch-up possibility) or paragraph 2 of this article (replacing participant), the impediment will be regarded as the cancellation of the assignment by the client as referred to in article 6 and the time of cancellation will be the time at which the client reported the participant's impediment. The provisions of article 6(3) shall apply in full.

Article 8 - Force Majeure Team Role Indexator

1. Force majeure in this article means any failure in the performance of the contract on the part of Team Role Indexator that cannot be attributed to Team Role Indexator because Team Role Indexator is not to blame, neither under the law, nor any legal act or generally accepted practice.
2. In the event of force majeure, Team Role Indexator shall not be liable to compensate the client and/or participant for any damages suffered, without prejudice to the provisions of article 6:78 of the Dutch Civil Code.
3. Team Role Indexator may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement, without any obligation to compensate the other party for damages.
4. Insofar as Team Role Indexator, at the time of the occurrence of force majeure, may have partially fulfilled its obligations under the agreement, or will be able to fulfil them, and the fulfilled respectively to be fulfilled part has independent value, Team Role Indexator is entitled to separately invoice the fulfilled respectively to be fulfilled part, or to retain that part of the price paid by the client.

Article 9 - Liability

1. Team Role Indexator always takes the utmost care with regard to all its training, coaching, or assessment. In case of any erroneous, incomplete information or other defects, Team Role Indexator shall only be liable for the directly suffered damages. The amount of this damage shall be limited to a maximum of the price paid by the client or the amount paid out by Team Role Indexator's insurer in that regard.
2. Team Role Indexator shall not be liable for damages of any kind that incurred because Team Role Indexator has relied on incorrect and/or incomplete data as provided by or on behalf of the client and/or participant.
3. Unless there is intent or gross negligence, Team Role Indexator shall not be liable for indirect damages such as consequential damages, lost profits or lost savings.
4. In case of a defect on the part of Team Role Indexator, the client shall not have the right to suspend and/or offset their payment obligation.
5. If there is an attributable failure, the client must notify Team Role Indexator in writing as soon as possible.

Article 10 - Intellectual property rights

1. All intellectual property rights including but not limited to copyright and trademark rights relating to the training, coaching, or assessment developed by Team Role Indexator and training and/or teaching materials prepared by it in that context and made available to the participant, belong exclusively to Team Role Indexator.
2. Without the permission of Team Role Indexator, client and participant are not permitted to reproduce, publish or modify any material, or parts thereof, provided by Team Role Indexator as part of the training, coaching, or assessment.
3. The client and participant are not permitted to develop a similar training, coaching, or assessment themselves or in cooperation with third parties based on the training, coaching, or assessment provided by Team Role Indexator and the material made available, or to develop or provide a similar training, coaching, or assessment without the prior written consent of Team Role Indexator.

Article 11 - Promotional activities and campaigns

1. Any Team Role Indexator promotional activities and/or campaigns cannot be combined.
2. Any discount codes are only applicable to the service specified therein.
3. Promotional activities and/or campaigns relating to a training, coaching, or the assessment of Team Role Indexator published by a party other than Team Role Indexator do not bind Team Role Indexator.

Article 12 - Applicable law and disputes

1. The agreement between Team Role Indexator and client is exclusively governed by Dutch law.
2. Any disputes shall be submitted exclusively to the competent court of the District Court of Central Netherlands, unless otherwise required by law.