

## **Terms and Conditions The Reset House**

### Article 1 General:

These conditions apply to every offer, quotation and agreement between The Reset House, the contractor, and a Client and participants on the client's side, users and parties to be hired by the client or third party. To the extent that the parties have not explicitly deviated from these conditions in writing. Where in these conditions the Reset House is mentioned, this is a collaboration between the companies 4Change and Enlighthouse .

### Article 2 Applicability:

- 1: The conditions also apply to agreements with The Reset House, for the implementation of which third parties must be involved by The Reset House .
2. The applicability of any purchase or other terms and conditions of the Client is rejected.
3. If one or more provisions in these general terms and conditions are wholly or partially null and void or should be neglected at any time, the provisions in these general terms and conditions will remain fully applicable. The Reset House and the Client will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provisions.
4. If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must take place 'in the spirit' of these provisions.
5. If a situation occurs between parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.

### Article 3 Offers and quotations

- 1 All quotations from The Reset House are without obligation, unless a period for acceptance is stated in the quotation. If no period of acceptance has been set, no rights whatsoever can be derived from the quotation or offer.
- 2 The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs incurred in the context of the agreement and costs, including travel and accommodation, shipping and administration costs, unless stated otherwise.
- 4 If the acceptance by the Client (whether or not on minor points) deviates from the offer included in the quotation or the offer, then no agreement is concluded and The Reset House is not bound by the acceptance. The agreement will then not be concluded in accordance with this deviating acceptance, unless The Reset House indicates otherwise.

### Article 4 Contract duration implementation of deadlines, risk transfer, implementation and amendment of agreement; price increase

- 1 If there is an adjusted contract duration, the parties will consult on time.
- 2 The Reset House will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
3. The Reset House has the right to have certain work done by third parties.
- 4 If by The Reset House third parties under the contract work is performed on the location of the client or a location designated by the Client, the Client shall provide

free of charge by those employees reasonably required facilities (on supply levels and rented facilities is being discussed between The Reset House and Client). In the case of multi-day assignment, this also includes accommodation costs. All these costs are invoiced to the Client.

5 If the Client wishes to involve third parties in the execution of the assignment, They will only do so after approval from The Reset House.

6 The Reset House is entitled to execute the agreement in different phases and to invoice the executed part separately.

7 If the agreement is implemented in phases, The Reset House can suspend the implementation of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

8 The Client ensures that all data, of which The Reset House indicates that are necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, is provided to The Reset House in a timely manner. If the information required for the implementation of the agreement is not provided to The Reset House in time, The Reset House has the right to suspend the implementation of the agreement and / or to charge the client the additional costs arising from the delay in accordance with the then usual rates. The execution period does not start until after the Client has made the data available to The Reset House. The Reset House is not liable for damage of any nature whatsoever due to the fact that The Reset House relied on incorrect and / or incomplete data provided by the Client.

9 If during the execution of the agreement it appears that for a proper execution thereof it is necessary to change or supplement it, then the parties will proceed to adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or assignment of the Client, of the competent authorities, etc, is changed and the agreement is thereby amended in qualitative and / or quantitative terms, this may have commercial consequences for what was originally agreed. The Reset House will provide a quotation for this as much as possible in advance. In addition, the originally specified term of execution can be changed by changing the agreement. The Client accepts the possibility of amending the agreement, including the change in price and execution time.

10 Without being in default, The Reset House can refuse a request to change the agreement if this could have a qualitative and / or quantitative consequence, for example for the work to be performed or the goods to be delivered in that context.

11 If the Client should be in default in the proper performance of that which they are obliged to The Reset House, the Client is liable for all damage on the part of the User as a result thereof.

#### Article 5 Suspension, dissolution and early termination of the agreement

1. The Reset House is authorised to suspend the fulfilment of the obligations or to dissolve the agreement if the Client does not, not fully or not timely fulfil the obligations arising from the agreement, after the conclusion of the agreement, The Reset House becomes aware circumstances give good reason to fear that the Client will not fulfil its obligations if, at the conclusion of the agreement, the Client was requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient or if the Delays on the part of the Client can no longer be expected from The Reset House to comply with the agreement under the originally agreed conditions.

2. Furthermore, The Reset House is authorised to terminate the agreement if circumstances arise that are of such a nature that fulfilment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected from The Reset House.
3. If the agreement is dissolved, the claims of The Reset House on the Client are claimable. If the User suspends compliance with the obligations, he retains his rights under the law and the agreement.
4. If The Reset House proceeds with suspension or dissolution, it is in no way obliged to compensate damage and costs arising in any way.
5. If the termination is attributable to the Client, The Reset House is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.
6. If the Client fails to comply with its obligations arising from the agreement and justifies such failure to comply, The Reset House is entitled to terminate the agreement with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client is, by reason of non-performance, obliged to pay compensation.
7. If the agreement is prematurely terminated by The Reset House, The Reset House will arrange for the transfer of work still to be performed to third parties in consultation with the Client, unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for The Reset House, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless the The Reset House indicates otherwise.
8. In the event of liquidation, (application for) suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance whereby the Client is no longer free to dispose of its assets, The Reset House is free to terminate the agreement with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation. The claims of The Reset House on the Client are immediately due and payable in that case.
9. If the Client cancels an order in whole or in part, then the work that has been carried out and the goods ordered or prepared for it and the working time reserved for the execution of the agreement will be charged to the Client.

#### Article 6 Cancellation costs

1. Cancellations for the assignment can be reported by telephone. The date and time of an established conversation or voicemail message of cancellation determines the cancellation time.
2. Cancellations for assignment can only be reported in writing. Date of receipt of the written cancellation determines the cancellation date
3. The client will owe the following costs in the event of cancellation:
  - a. In the event of cancellation of the assignment
    - i. within 7 days before the start date, 100% of the applicable costs of the assignment in question.
    - ii. within 14 days before the start date, 75% of the applicable costs of the assignment in question.
    - iii. within 28 days before the start date, 25% of the applicable assignment costs.
    - iv. earlier than 28 days before the start date, nil.

## Article 7 Force majeure

1. The Reset House is not obliged to fulfil any obligation towards the Client if it is prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted views at its expense.
2. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood by law and jurisprudence, all of external causes, foreseen or unforeseen, over which The Reset House cannot exercise any influence, but as a result of which The Reset House cannot fulfil its obligations. Including strikes by third parties. The Reset House also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after The Reset House should have fulfilled its obligation.
3. The Reset House can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.
4. To the extent that The Reset House at the time of the occurrence of force majeure, its obligations under the agreement have in the meantime been partially fulfilled or will be able to comply with it, and the part fulfilled or to be fulfilled will have independent value, The Reset House is entitled to invoice part already fulfilled separately.
5. Force majeure is also understood to mean quotation or contract errors that reasonably have a different intention. Client and The Reset House put this right in an interview and adjust it in accordance with the quotation or contract.

## Article 8 Payment and collection costs

1. After approval, an invoice will be sent with the obligations outstanding at that time.
2. Payment must be made within 30 days after the start of the assignment
3. The Client is never entitled to suspend what it owes to The Reset House. Objections to the amount of an invoice do not suspend the payment obligation.
4. If the Client is in default or in default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Voorwerk II Report. However, if The Reset House has incurred higher costs for collection that were reasonably necessary, the costs actually incurred are eligible for reimbursement. The possible judicial and execution costs will also be recovered from the Client. The Client also owes interest on the collection costs.

## Article 9 Guarantees and complaints

1. Complaints about the assignment must be reported by the client to The Reset House by registered letter within 10 working days after the circumstance causing the complaint, but no later than within 10 working days after the end of the assignment, whereby the client has provided as much detail as possible of their complaint.
2. Complaints that reach The Reset House more than 10 days after the assignment is completed will only be handled out of courtesy and will not result in any formal claim.
3. If, in the opinion of The Reset House, the complaint is justified, the Reset House offers the client the option of having the assignment re-run in proportion to the extent of the complaint, provided that the client receives it within 60 days after being offered his option, submits a specific request to this end, or has consulted on this.

4. Regarding replacement assignment, there is no possibility for the client to cancel, shift or replace the participants.
5. In the event that the price of the alternative assignment is higher than the invoiced price of the already followed and claimed program, The Reset House will send an invoice for these additional costs to the client with regard to the additional costs.
6. In case the price of the alternative program is lower than the invoiced price of the already followed and claimed program, a refund of the difference will be made.

#### Article 10 Obligation to perform

1. The Reset House cannot be held to have achieved the intended goal, since the efforts of the participants are decisive.
2. The Reset House makes every effort in both assignment to achieve the desired goals.

#### Article 11 Liability

1. If The Reset House should be liable, then this liability is limited to the provisions of this provision.
2. The Reset House is not liable for damage of any nature whatsoever caused by the fact that the The Reset House relied on incorrect and / or incomplete data provided by or on behalf of the Client.
3. If The Reset House should be liable for any damage, then the liability of The Reset House is limited to the invoice value of the order, at least to that part of the order to which the liability relates.
4. The liability of The Reset House is in any case always limited to the amount paid out by its insurer where appropriate.
5. The execution of the assignment given is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed.
6. The Reset House is only liable for direct damage.
7. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred for the defective performance of The Reset House to comply with the agreement, insofar as these can be attributed to the Reset House and reasonable costs incurred to prevent or limit damage, insofar as The Reset House proves that these costs have led to limitation of direct damage as referred to in these Terms and Conditions. The Reset House is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business stagnation.
8. The limitations of liability included in this Article do not apply if the damage is due to intent or gross negligence of The Reset House.

#### Article 12 Disclaimer

1. The Client indemnifies The Reset House against any claims from third parties that suffer damage in connection with the implementation of the agreement and whose cause is attributable to others than The Reset House. If The Reset House should be called upon by third parties on that basis, the Client is obliged to assist The Reset House both outside and in court and to immediately do everything that may be expected of it in that case. Should the Client fail to take adequate measures, The Reset House is entitled to do so itself without notice of default. All costs and



damage on the part of The Reset House and third parties resulting therefrom are for the account and risk of the Client.

#### Article 13 Code of Ethics and confidentiality

1. The Reset House endorses the Ethical Code of Conduct for Dutch Professional Coaches, as drawn up by the Dutch Association of Professional Coaches.
2. The participant lists provided by The Reset House to the participant or client are exclusively intended for perusal by the participant and client. The participant and the client are obliged to maintain the confidentiality of (the content of) these participant lists and they are therefore explicitly not permitted to use (the content of) the participant lists for commercial purposes.
3. The Reset House will be permitted to use the client's name for promotional activities.

#### Article 14 Intellectual Property

1. The Reset House reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations. The Reset House has the right to use the knowledge it has gained as a result of the implementation of an agreement for other purposes, provided that no strictly confidential or traceable information from the Client is disclosed to third parties.
2. Copyright and all other intellectual property rights on all documentation and materials (including software) provided by The Reset House are reserved. It is not permitted without the prior permission of The Reset House to reproduce, publish or edit (part of) the aforementioned documentation and materials.
3. Furthermore, it is not permitted without prior written permission from The Reset House to make recordings in images and / or sound of a program or a part thereof.

#### Article 15 Applicable law and disputes

1. Dutch law applies exclusively to all legal relationships to which The Reset House is a party, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled there.
2. The judge in the location of The Reset House has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, The Reset House has the right to submit the dispute to the competent court according to the law.
3. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

#### Article 16 Location and change of conditions

1. These conditions are digitally available on the internet: [www.theresethouse.com](http://www.theresethouse.com)
2. The version applicable at the time of the establishment of the legal relationship with The Reset House applies.

#### Art 17

The Reset house offers a closed web page with content that can support daily well-being. The Reset House is not responsible for the consequences of the use of the content as there is an uncontrollable effort and consequences of the actions of the user of the closed part of the website.