

Terms and Conditions Coaching Programs for Leaders Julie Johnson Consulting B.V.

1. Program Objectives

Program objectives are to be agreed between Client and Julie Johnson Consulting B.V. (hereafter referred to as JJC). Examples of past objectives for our Coaching Program/Feedback Program (hereafter referred to as Program) for leaders include:

- To create a strong coaching culture
 - By deepening coaching skills of the senior leaders
 - By ensuring sustainability through raising future leaders
- To develop critical talents & prepare them for more senior leadership roles in the future (active talent management)
- To create a feeling of belonging in the company community by key talents - resulting in increased retention of talent, proactivity and ownership/responsibility

Program objectives are to be agreed between Client and JJC.

2. Measuring Sustainable Results

These are optional and highly recommend services:

- Each participant (*coach*) and a select group of colleagues that interact with that participant completes an on-line questionnaire (Coaching Effectiveness Survey) ranking the participant on specific, behavioral objectives around coaching:
 - just before the program
 - upon completion of the program
 - six (6) months post-program
- Each participant (*coachee*) completes an on-line questionnaire near the end of the program, evaluating his/her coach on a number of coaching-related criteria
- Each participant (*coachee*) evaluates his/her own development and its contribution to the business

3. Approval of Program Materials

All the materials for the Program shall be approved by Client before the materials shall be used in any activity. JJC shall submit to Client all materials two (2) weeks or more prior to the activity. Client shall review and send any proposed revisions within three (3) business days after receiving the materials from JJC. Final approval of the program materials shall be issued by Client within one (1) week after receiving the materials from JJC.

4. Intellectual Property

All presentation materials and assessments used in the Program prepared by JJC shall be its sole intellectual property. This contract shall not be construed to grant Client any patents, licenses or similar rights to such property entrusted hereunder. Client shall hold in trust and confidence all materials, and they are only to be used by Client in relation to the agreed upon program.

5. Confidentiality

JJC shall observe confidentiality when providing facilitation services to Client. All information and data received from or about Client shall be treated in absolute confidence. Information and data received under this agreement shall only be disclosed to person(s) within the organization only if such person(s) (i) has/have a need to know to support the program and (ii) is/are bound in writing to protect the confidentiality of such information. Conversations between the coach and the coachee shall be treated by the coach as strictly confidential at all times.

Further, the Contractor ensures that all relevant employees and subcontractors involved are made subject to adequate confidentiality agreements.

6. Workforce Management

JJC shall be responsible for assigning the most qualified coach(es) and/or facilitator(s) for the program either from within the company or through subcontractor(s). JJC shall provide the biographies of qualified coaches and/or facilitator(s) to Client for review and approval six (6) weeks before the program starts. JJC shall also be responsible for the program design, program materials and logistics, unless otherwise agreed.

7. Invoicing and Payment Terms

All rates are in Euro (€) and exclusive of 21% VAT. Invoices shall be issued in advance and shall be paid within 30 days from the date of invoice, unless otherwise agreed upon by both parties. All payments shall be made through bank wire transfer.

8. Cancellation Policy

Cancellation of a session by Client must be made in writing via email to tamar@julie-johnson-consulting.com and julie@julie-johnson-consulting.com.

All cancellation fees will also apply in case the participant(s) or Client (whatever is applicable) requests JJC, by email, to reschedule the session.

- **Cancellation of Overall Program**

TIMING	FEE
22-28 days before the first pre-program workshop	Full Design and Preparation Fees
15-21 days before the first pre-program workshop	50% of overall agreed fee total
08-14 days before the first pre-program workshop	75% of overall agreed fee total
00-07 days before the first pre-program workshop	100% of overall agreed fee total

- **Cancellation of Group Sessions**

Cancellation of group sessions communicated by participant(s) or Client (whatever is applicable) to JJC five (5) business days or less prior to the date on which the session is scheduled will be charged at 100% of the total agreed fee for that group session.

- **Cancellation of Individual Participation in a Group Session**

While attendance will be encouraged, if one or several participants cancel their participation in a group session five (5) business days or less prior to the date on which the group session is scheduled, this session may or may not be held. The decision to hold or cancel the group session will be made jointly by the HR department of Client and JJC. The cancellation fee for

group sessions as set out above, will apply. Any make-up session(s) with the participant(s) who have missed the session will be charged additionally at the standard fee.

- **Cancellation of Individual Sessions**

Cancellation of individual sessions communicated by participant(s) or Client (whatever is applicable) to JJC five (5) business days or less prior to the date on which the session is scheduled will be charged at 100% of the total agreed fee for that individual session.

- **Cancellation of Webinar Technical Support**

Cancellation of Webinar Technical Support communicated by participant(s) or Client (whatever is applicable) to JJC five (5) business days or less prior to the date on which the Webinar session is scheduled will be charged at 100% of the total agreed fee for that Webinar session. An email of cancellation of these services must also be sent to info@nomadicmeetings.com.

9. Replacement of Coach/Facilitator

In the event that the coach/facilitator is unavailable to provide the service due to unavoidable circumstances, JJC will replace the coach/facilitator with the approval of Client. Selection of the replacement coach by JJC will be free of charge.

10. Force Majeure

- Force majeure is defined in these Terms and Conditions as, beside what is understood with regards to this in law and jurisprudence, all external causes, foreseen or unforeseen, which JJC cannot influence, yet by which JJC becomes unable to fulfill its obligations.
- JJC has the right to refer to force majeure, in case the circumstance preventing the (further) fulfillment of its obligations, commences before JJC should have fulfilled its obligations.
- During force majeure JJC's obligations will be suspended. In case the period in which JJC is not able to fulfill its obligations due to force majeure takes longer than two (2) months, both parties are entitled to terminate the agreement without any obligation to compensation.
- In case JJC upon the commencement of force majeure already partially met its obligations, or is able to only partially fulfill its obligations, JJC is authorized to invoice for the already executed work or executable part of the work and Client is obliged to pay the invoice in full as if it were a standalone agreement.

11. Grace Period

A fourteen (14) day grace period legal consideration in the effectivity or cancellation of the contract without penalties is only applicable to private individual coaching courses and does not apply to business-to-business coaching and facilitation programs.

12. Governing Law

These Conditions and all contracts made pursuant to them shall be governed by and construed in accordance with Dutch law and the parties hereby submit to the exclusive jurisdiction of the Dutch Courts. The UN Convention on International Sale of Goods and Services (Vienna Convention 1980) shall not apply. This provision is for JJC's benefit only and nothing herein shall limit the right of JJC to take proceedings against Client in any other court of competent jurisdiction.