

**Terms and Conditions**  
**Executive Coaching Services**  
**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).

**2. Measuring Sustainable Results**

These are optional and highly recommend options:

- Each participant (coachee) completes an on-line questionnaire near the end of the program, evaluating his/her executive coach on a number of coaching-related criteria;
- Each participant (coachee) evaluates his/her own development and its contribution to the business near the end of the program;
- JJC works closely with client in order to conduct quantitative and qualitative 'before and after' data based on retention rates, employee engagement survey data, performance evaluation results, interviews with the participant (coachee) and/or a select group of the participant's colleagues – focused on what behaviors have changed and how that has impacted business performance and results.

**3. Approval of Program Materials**

All the materials for the Executive Coaching Assignment 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 Executive Coaching Assignments 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 assignment.

**5. Confidentiality**

JJC shall observe confidentiality when providing Executive Coaching 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 (with the exception of information communicated during actual executive coaching conversations) shall only be disclosed to person(s) within the organization only if such person(s) (i) have a need to know to support the program and (ii) are bound in writing to protect the confidentiality of such information;
- Conversations between the executive coach and the participant shall be treated by the coach as strictly confidential at all times;
- Multi-party contracting will be clearly specified and agreed upon by all involved parties before the start of the assignment. Further, the JJC ensures that all employees and subcontractors involved are made subject to adequate confidentiality agreements.

**6. Workforce Management**

JJC shall be responsible for assigning the most qualified executive coach(es) for the assignment either within the company or through subcontractor(s). JJC shall provide the biographies of qualified executive coach(es) to Client for review and approval six (6) weeks before the assignment 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 Individual, Group and Team Coaching Sessions communicated by participant(s) or Client (whatever is applicable) to JJC must be made in writing via email to the executive coach who has been given the assignment.

Cancellation of Individual, Group and Team Coaching 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 Coaching Session.

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

### 9. Replacement of Coach

In the event that the executive coach is unavailable to provide the service due to unavoidable circumstances, JJC will replace the executive coach 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.