

## GENERAL TERMS & CONDITIONS OF ACTROM CONSULTANCY

### Article 1: Definitions

Contractor: Actrom Consultancy, a firm specializing in personal coaching and consultations, family constellations, training and workshops, organizational constellations, medical advisory work, project management, and business coaching, based in Amsterdam. Actrom Consultancy operates under the trade names "EFT Praktijk Actrom" and "Novet – The EFT Standard."

Agreement: The contract under which Actrom provides services. The nature of the services provided by Actrom is customized and determined in consultation with the client.

Client: The natural person, public legal entity, private legal entity, or partnerships without legal personality that have entered into an agreement with Actrom.

Participant: The natural person who is coached by Actrom, participates in family or organizational constellations organized by Actrom, or attends Actrom's training or workshops.

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### Article 2: Applicability of These Terms

2.1 These general terms and conditions apply to all offers and agreements under which Actrom provides services. Deviations from these terms are only valid if expressly agreed upon in writing.

2.2 Not only the contractor but also all individuals or entities involved in executing any assignment for the client may invoke these general terms and conditions.

2.3 These general terms and conditions also apply to additional and follow-up assignments from the client.

2.4 Any purchase or other general terms of the client are not applicable unless explicitly accepted in writing by Actrom.

### Article 3: Formation of the Agreement

3.1 Upon the client's request, Actrom provides a quotation, order confirmation, or agreement detailing the services and costs.

3.2 The agreement is established when the client returns the signed quotation, order confirmation, or agreement to Actrom. It is also deemed established if the client attends the scheduled appointment and/or has paid the associated invoice in advance.

3.3 During an initial consultation (intake meeting), Actrom's consultant may determine that a different service is needed. This service will only be provided if the client consents.

#### **Article 4: Appointment Cancellation**

4.1 Appointments for individual services can only be canceled in writing by the client.

4.2 Unless otherwise agreed, coaching and session appointments canceled at least 48 hours in advance are considered timely cancellations. No costs will be charged, and a new appointment will be scheduled. If a client does not show up for a coaching session or fails to cancel on time, Actrom reserves the right to charge 100% of the fee.

4.3 Free cancellation of training, education, workshops, or courses is possible within 14 calendar days of registration (statutory cooling-off period). Cancellation must be in writing. If canceled after the cooling-off period but up to 8 weeks before the start, Actrom may charge 20% of the total fee. Cancellation within 8 weeks before the start incurs full payment.

4.4 If the client discontinues participation in training, workshops, or courses, they are not entitled to a refund unless exceptional circumstances, at Actrom's discretion, justify otherwise.

4.5 If a client discontinues a coaching program, any completed services will be billed if monthly post-payment was agreed. If the program was prepaid at the client's request, no refunds will be given.

#### **Article 5: Pricing and Payment Terms**

5.1 The fees for Actrom's services are specified in the agreement.

5.2 Prices and rates are subject to change by Actrom.

5.3 Payments must be made without deduction or suspension within thirty (30) days of the invoice date.

5.4 If payment is not received on time, the client is liable for interest of 2% above the prevailing statutory rate from the due date until full payment. Any collection costs, including extrajudicial costs at 15% of the outstanding amount, will be charged to the client.

5.5 Complaints about the invoice do not suspend the payment obligation.

#### **Article 6: Group Size**

If a group size is stated in the agreement, Actrom reserves the right to adjust the agreed fee if the actual number of attendees differs from the agreed number.

#### **Article 7: Reports**

7.1 If a written report is part of the agreement, Actrom will take notes during discussions with the client and process these along with research results from training/workshops/courses or coaching programs into a written report sent to the client.

7.2 If the client and participant are different individuals, the report will only be sent to the client with the participant's consent in accordance with GDPR regulations.

### **Article 8: Confidentiality**

8.1 Actrom will maintain confidentiality regarding all information received from the client under the agreement. Disclosure to third parties or involving others in advisory matters will only occur with the client's consent, in compliance with the GDPR.

8.2 By entering into an agreement, the client consents to the automatic processing of personal data obtained from the agreement, which Actrom will use solely for its own activities. The GDPR processing register is part of the agreement.

### **Article 9 Intellectual Property**

Methods, models, techniques, and texts (printed or online), including software, developed during or used in executing the agreement and recorded in client files or the Novet database, remain Actrom's property unless otherwise agreed. Publication requires Actrom's prior written consent.

### **Article 10: Liability**

10.1 Actrom is not liable for damages resulting from its services unless the client proves intent or gross negligence by Actrom.

10.2 Liability is limited to the invoice value of the assignment or the relevant portion of it.

10.3 For contracts longer than six months, liability is limited to the invoice amount of the last six months.

10.4 If damage to persons or property arises during or due to Actrom's services, liability is limited to the insurance payout under Actrom's general liability insurance, including any deductible.

10.5 Actrom excludes all liability for business damages, indirect damages, or consequential losses.

### **Article 11: Force Majeure**

11.1 Circumstances beyond Actrom's control making compliance unreasonably difficult constitute force majeure, relieving Actrom from obligations.

11.2 Force majeure includes (but is not limited to) strikes, business blockades, failures, energy or telecom outages, severe transport disruptions, government measures, wars, terrorism, natural disasters, and epidemics. Client illness is expressly excluded as force majeure.

### **Article 12: Right to Suspension**

If the client fails to meet their obligations (including timely payments), Actrom may suspend execution of the agreement without prior notice.

### **Article 13: Termination**

If the client fails to pay, files for bankruptcy, requests a suspension of payment, or declares insolvency, Actrom may terminate the agreement without notice, without prejudice to its right to claim damages.

### **Article 14: Disputes**

14.1 Dutch law applies to all agreements with Actrom.

14.2 Disputes will be settled by the competent court in Actrom's place of business or, at Actrom's discretion, in the client's jurisdiction.

### **Article 15: Miscellaneous Provisions**

15.1 Actrom will respond to inquiries within five working days via email, phone, or voicemail.

15.2 Formal complaints are handled under the NIBIG complaints procedure (for EFT Praktijk Actrom clients) or the Novet complaints procedure, where the independent third party's ruling is binding for both parties.

Amsterdam, January 2018