

GENERAL TERMS AND CONDITIONS COACHING HOITALENT

These are the general coaching terms and conditions of the general partnership **Sunway Education & Texhnology Group B.V.**, also trading under the name HoiTalent, with office at (2289 CX) Rijswijk, on the Laan van Oversteen 6, registered in the Chamber of Commerce under number 65536517, hereinafter referred to as: "HoiTalent",

Article 1. Applicability and adjustment of general terms and conditions

- 1.1 These general terms and conditions are applicable on all agreements with HoiTalent regarding coaching and on all additional assignments and follow-up assignments.
- 1.2 The applicability of any purchase terms and conditions or other terms and conditions of the client are explicitly rejected.
- 1.3 HoiTalent has the right to adjust these general terms and conditions. Adjustments of these general terms and conditions will also apply to existing agreements. HoiTalent will announce adjustments of these general terms and conditions on its website www.hoitalent.com. The adjusted general terms and conditions will come into force two weeks after the announcement, or so much later as stipulated in the announcement.

Article 2. Offer

- 2.1 HoiTalent offers various coaching modules, among others via its website www.hoitalent.com.
- 2.2 Both in the coaching agreement of HoiTalent as on the website of HoiTalent it is specified per different coaching module what this entails.

Article 3. Agreement

- 3.1 The client can register via the website of HoiTalent (www.hoitalent.com) for a coaching module of choice. The coaching module chosen by the client is then recorded by HoiTalent in the coaching agreement of HoiTalent. By signing this coaching agreement the client concludes a coaching agreement with HoiTalent for the coaching module and duration referred to in the coaching agreement and the client declares to be aware of and to agree with these general terms and conditions.
- 3.2 The coaching agreement between HoiTalent and the client will come into force as soon as the client has signed the coaching agreement and HoiTalent has received the copy signed by the client and has confirmed the receipt thereof to the client.

Article 4. Payment

- 4.1 After HoiTalent has received the coaching agreement signed by the client, HoiTalent will send an invoice to the client as soon as possible, for a fixed fee (with the coaching modules Premium Package, Internship Package, Preparation Package, Search Year Visa, Meet the Expert, Application Documents Package and Mock Interview).
- 4.2
- 4.3 The payment term for the invoice of HoiTalent is 14 days after date of invoice unless HoiTalent has stated otherwise on the invoice. This is a deadline.
- 4.4 HoiTalent has the right to suspend its obligations towards the client as long as the client has not complied with his or her payment obligations.

Article 5. Right of withdrawal

- 5.1 If the client is a private person who lives within the European Union and who has registered via Internet for a coaching module of HoiTalent, the client may dissolve

- the agreement with HoiTalent, free of charge and without specification of reasons, within fourteen calendar days after this was concluded (right of withdrawal).
- 5.2 The client can exercise the right of withdrawal by sending an unambiguous statement to HoiTalent per post or per mail within the period referred to in article 5.1 in which the client dissolves the agreement with HoiTalent.
 - 5.3 After dissolution the client must return any goods received from HoiTalent within fourteen calendar days, for his own account and with sufficient postage, to HoiTalent. Any costs already paid by the client regarding the coaching will be refunded by HoiTalent as soon as possible, though no later than fourteen calendar days after dissolution by the client or after the receipt of all the returned goods that were provided by HoiTalent to the client.
 - 5.4 Goods to be returned to HoiTalent by the client must be in their original condition, so undamaged and unused, complete, only handled as reasonably necessary for inspection and in the original or similar packaging.

Article 6. Termination

- 6.1 The client may always terminate the agreement with HoiTalent.
- 6.2 Interim termination by the client must be done per registered letter or e-mail.
- 6.3 If the client has not or not timely exercised the right of withdrawal as referred to in article 5.1, HoiTalent, in case of interim termination by the client, is entitled to payment by the client of a reasonable part of the salary, as well as compensation of its expenses.
By registering for a coaching module of HoiTalent the client agrees that this salary and these expenses of HoiTalent are reasonably determined as follows:
 - a. In case of termination up to two months before the starting date of the coaching module the client will not owe any salary and expenses to HoiTalent.
 - b. In case of termination within two months to one month before the starting date of the coaching module the client will owe an amount of € 150.00 for salary and expenses to HoiTalent.
 - c. In case of termination within one month to fourteen days before the starting date of the coaching module the client will owe an amount of € 300.00 for salary and expenses to HoiTalent.
 - d. In case of termination within fourteen days before the starting date of the coaching module the client will owe an amount of € 450.00 for salary and expenses to HoiTalent.
 - e. In case of termination after the starting date of the coaching module the client will owe an amount of € 800.00 for salary and expenses to HoiTalent.
- 6.4 In case the client terminates the agreement with HoiTalent interim, HoiTalent will inform the client as soon as possible about the exact amount that the client owes to HoiTalent for salary and expenses, based on the provisions in article 6.3. Subsequently the client must pay this amount to HoiTalent no later than within fourteen days. This is a deadline.
- 6.5 By registering for a coaching module of HoiTalent the client gives permission to HoiTalent to settle any amounts already paid by the client with any salary and expenses that the client owes based on article 6.3 of these general terms and conditions. Any remaining amount will be refunded to the client by HoiTalent as soon as possible.
- 6.6 After interim termination the client must immediately return all goods received from HoiTalent (e.g. coaching material) for his own account and with sufficient postage to HoiTalent.

Article 7. Intellectual property rights

- 7.1 All intellectual property rights, including but not limited to copyright, database right, brand right, trade name right or patent right and other rights on or in connection with the coaching material belong to HoiTalent, the coach and/or third parties.

- 7.2 The client is not allowed to completely or partially reproduce or publish any coaching material without the prior written permission of the entitled party. This explicitly also applies for digital coaching material.
- 7.3 The coaching material is exclusively intended for the own use of the client.
- 7.4 Nothing on the HoiTalent website or in these general terms and conditions can be interpreted as a transfer of intellectual property rights with respect to the coaching material.

Article 8. Liability

- 8.1 Although the content of the coaching of HoiTalent – including its coaching material – was composed with the utmost care, HoiTalent cannot guarantee that it does not contain any errors or that its coaching is complete, this also applies for (the content of) its coaching materials.
- 8.2 Except for intent or deliberate recklessness by HoiTalent, HoiTalent is not liable for whatever damage that the client suffers in connection with participating in a coaching module of HoiTalent or pursuant to an agreement with HoiTalent.
- 8.3 If HoiTalent is nevertheless liable for any damage, its liability will be restricted to a maximum of the invoice value of the assignment to which the liability is related.
- 8.4 HoiTalent is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
- 8.5 By registering for a coaching module the client indemnifies HoiTalent for any claims of third parties that suffer damage in connection with the execution of this coaching agreement and which can be attributed to the client.
- 8.6 All rights to claim and other authorities (for whatever reason) that the client has against HoiTalent must, under penalty of expiry within one year and one day after the moment when these occur or when the client became aware of these or reasonably should have been aware of these, have been received by HoiTalent in writing.

Article 9. Force majeure on the part of HoiTalent

- 9.1 Illness and temporary or permanent incapacity of a partner of HoiTalent or one of the coaches engaged by them, dismisses HoiTalent from complying with its obligations, without the client being entitled to any damage compensation.
- 9.2 If the situation of force majeure continues for more than a month each of the parties has the right to dissolve the agreement between HoiTalent and the client, without being obliged to compensate the damage of the other party.
- 9.3 In so far as HoiTalent has partially fulfilled the obligations from the agreement with the client or will be able to fulfil these at the time that the force majeure occurs and individual value can be attributed to this part that is fulfilled or will be fulfilled, HoiTalent has the right to invoice the part already fulfilled or to be fulfilled. The client is obliged to pay this invoice as if it were a separate agreement.

Article 10. Complaints

- 10.1 HoiTalent uses a complaint procedure which can be found on its website www.hoitalent.com.
- 10.2 The complaint procedure of HoiTalent referred to in article 10.1 is applicable on any agreement between HoiTalent and the client, as well as on any coaching module that a client will follow, is following or has followed at HoiTalent.

Article 11. Ownership coaching material

The client who has fully paid all that was owed by him or her and the (possible) costs for the coaching material to HoiTalent may keep the coaching material, except in case the client exercises the right of withdrawal or this coaching module agreement is terminated

interim by the client. If the client exercises the right of withdrawal, the provisions in the articles 5.3 and 5.4 will apply with respect to the coaching material. If the client terminates the agreement with HoiTalent interim, the provisions in article 6.6 will apply with respect to the coaching material.

Article 12. Personal data

The client must provide certain personal data to HoiTalent that is necessary for the execution of the agreement with HoiTalent. This is personal data that the client must submit to HoiTalent with the registration for a coaching module. HoiTalent will use this personal data for the administration of the registration of the client, to communicate with the client with respect to the coaching module and to send (any) coaching materials.

Article 13. Applicable law

- 13.1 All legal relationships between Parties are exclusively subject to Dutch law.
- 13.2 The court of The Hague, hearing location The Hague, has exclusive jurisdiction to take note of disputes between Parties.