



TERMS AND CONDITIONS SIDEKICK INCONFIDENCE

Article 1. Definitions and terms

In these general terms and conditions - hereinafter referred to as the Terms and Conditions - the following terms are used with the following meaning, unless explicitly stated otherwise:

Sidekick INConfidence: the self-employed business Sidekick INConfidence, located at Groenoord 382, 2401 AN Alphen aan den Rijn, the user of these Terms and Conditions.

Client: the counterparty of Sidekick INConfidence.

Agreement: the (framework) agreement for the provision of personal assistance services and personal/business coaching, in the broadest sense of the word, as laid down in a document agreed by both parties and the documents that may be declared applicable therein, such as an order confirmation or purchased product.

Work: the provision of services or the provision of advice as referred to above without any subordination and outside employment or contracting, all this in the broadest sense of the word and as stated in the order confirmation

Article 2. General

1. These Conditions apply to every offer, quotation and Agreement between Sidekick INConfidence and a Client to which Sidekick INConfidence has declared these Conditions applicable, insofar as the parties have not deviated from these Conditions explicitly and in writing. Concluding an Agreement with Sidekick INConfidence means that the Client unconditionally accepts the applicability of these Conditions.

2. The Conditions also apply to Agreements with Sidekick INConfidence, for the implementation of which third parties must be involved by Sidekick INConfidence.

3. If one or more provisions in these Terms and Conditions are at any time wholly or partially null and void or should be annulled, the remaining provisions of these Terms and Conditions will remain fully applicable. Sidekick INConfidence and the Client will then enter into consultation to agree on new provisions to replace the void or voided provisions, whereby the purpose and purport of the original provisions will be observed as much as possible.

4. Any deviations from these Terms and Conditions are only valid if they have been expressly agreed in writing and only apply to the specific Agreement to which the deviations relate.

5. The applicability of any purchase or other conditions of the Client is expressly rejected.

6. If there is uncertainty about the interpretation of one or more provisions of these Terms and Conditions, the explanation must take place 'in the spirit' of these provisions.

7. If a situation arises between the parties that is not regulated in these Terms and Conditions, then this situation must be assessed in accordance with the spirit of these Terms and Conditions.

8. In the event that these Terms and Conditions and the Agreement contain conflicting provisions, the terms and conditions included in the Agreement will apply.

Article 3. Formation of the Agreement

1. The quotations and offers made by Sidekick INConfidence are without obligation and revocable.
2. The offer to enter into an Agreement can be made by Sidekick INConfidence both verbally and in writing. It is only binding for Sidekick INConfidence after the assignment has been accepted in writing by Sidekick INConfidence and the Agreement has been signed and returned by the Client.
3. All quotations and offers are furthermore based on the information provided by the Client. In the event of any inaccuracy or incompleteness thereof, the Client cannot derive any rights vis-à-vis Sidekick INConfidence from an (accepted) quotation or offer.
4. Sidekick INConfidence cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
5. The prices stated in a quote or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the Agreement, including travel and accommodation costs, shipping and administration costs, unless stated otherwise.
6. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, Sidekick INConfidence is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Sidekick INConfidence indicates otherwise.
7. A composite quotation does not oblige Sidekick INConfidence to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.
8. The Agreement is formed by these Conditions together with the other written agreements made by order confirmation, letter, fax or e-mail.

Article 4. Execution and quality of the Agreement

1. Sidekick INConfidence is obliged to perform the work assigned to it as a good and careful Contractor (or have it performed) to the best of its knowledge and in accordance with the requirements of good workmanship. All services of Sidekick INConfidence are performed on the basis of a best efforts obligation unless otherwise agreed in writing.
2. Sidekick INConfidence will carry out the work at the location of the Client or a location designated by the Client, unless agreed otherwise in writing. The client shall provide the facilities reasonably desired by Sidekick INConfidence free of charge, whereby the workplace meets the requirements of the most recent occupational health and safety guidelines.
3. In principle, Sidekick INConfidence determines the way in which it carries out the work at its own discretion. Although the Client is free to give further instructions, Sidekick INConfidence is free to assess whether these fit within the assignment given to it and within the manner in which it wishes to carry out the assignment as a good and careful contractor.

4. If there is a short-term illness of the employee designated by Sidekick INConfidence, no replacement will take place. In the event of a prolonged period of illness, a suitable solution will be sought in mutual consultation.
5. If and insofar as the proper execution of the Agreement requires this, Sidekick INConfidence has the right to have certain activities performed by auxiliary persons and third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded. Sidekick INConfidence will exercise due care when engaging third parties.
6. Sidekick INConfidence is not liable for damage resulting from shortcomings of third parties and assumes and, if necessary, hereby stipulates that every assignment to Sidekick INConfidence entails the authority to also accept any liability limitations of third parties on behalf of the Client.
7. The Client will ensure that all data, which Sidekick INConfidence indicates are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement, are provided to Sidekick INConfidence in a timely manner.
8. If the information required for the execution of the Agreement has not been provided to Sidekick INConfidence in time, Sidekick INConfidence has the right to suspend the execution of the Agreement and/or to charge the additional costs resulting from the delay to the Client in accordance with the then usual rates. to charge.
9. The Client is obliged to provide all cooperation required for the correct and timely performance of the Agreement. This also applies to the availability of employees of the Client who will be involved in any way in the activities of Sidekick INConfidence.
10. The execution period does not commence until the Client has made the data available to Sidekick INConfidence. Sidekick INConfidence is not liable for damage, of any nature whatsoever, because Sidekick INConfidence relied on incorrect and/or incomplete information provided by the Client.

Article 5. Changes to the Agreement

1. If it appears during the performance of the Agreement that it is necessary for proper performance to change or supplement the work to be performed, the parties will adjust the Agreement accordingly in good time and in mutual consultation.
2. If the Agreement has been amended or supplemented, Sidekick INConfidence is entitled to implement it only after the parties have agreed on all amendments and/or additions, including the time of completion of the work, remuneration and other conditions to be determined. The non-execution or non-immediate execution of the amended Agreement does not constitute a breach of contract by Sidekick INConfidence and is no ground for the Client to cancel or dissolve the Agreement.
3. If a fixed fee has been agreed, Sidekick INConfidence will indicate to what extent the change or addition to the Agreement will result in an exceeding of this fee.
4. Contrary to paragraph 3, Sidekick INConfidence will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Sidekick INConfidence.
5. Changes made to an order that has already been issued may result in Sidekick INConfidence exceeding the originally agreed delivery time; in that case article 11 paragraph 10 applies mutatis mutandis.

6. If the change entails a reduction in activities, article 8 paragraph 4 applies.

Article 6. Fee

1. The client is obliged to pay the agreed fee to Sidekick INConfidence. The fee and any cost estimates are in euros and exclusive of VAT and any other government levies.

2. If Sidekick INConfidence deems it desirable, Sidekick INConfidence is entitled to ask the Client for a reasonable advance on the fee for the work still to be performed. Sidekick INConfidence is entitled to suspend the commencement of its activities until the advance has been paid or sufficient security has been provided for this.

3. Sidekick INConfidence's fee is determined on the basis of an hourly fee, part of a day (4 hours), full day (8 hours) or in the form of a fixed (subscription) amount, either for a specific assignment, or per financial year c.q. calendar year. The fee is in no way dependent on the outcome of the assignment, unless agreed otherwise in writing. The turnover tax is payable by the Client.

4. Client will pay third party costs incurred by Sidekick INConfidence in the context of the assignment directly to the relevant third party. If payment is made to third parties via Sidekick INConfidence, it is entitled to demand a full advance for this. Sidekick INConfidence is also entitled to pass on a surcharge for administration costs.

5. If the Client so requests, Sidekick INConfidence will provide a statement of the estimated costs in connection with the work to be performed by Sidekick INConfidence and/or third parties prior to commencing its work.

6. If the Client and Sidekick INConfidence have not agreed on a fixed amount for a specific assignment or per calendar year or financial year, the fee will be determined on the basis of the hourly fee and the total time spent by Sidekick INConfidence. Sidekick INConfidence undertakes to keep a record of hours and costs and to make it available for inspection at the request of the Client. This obligation only applies if work is not done on the basis of an agreed fixed fee.

7. Sidekick INConfidence is at all times entitled to increase the fee without the Client being entitled in that case to dissolve the Agreement for that reason, if the increase in the price results from a power or obligation as a result of the law or regulations or is caused by an increase in wages, for example, or on other grounds that were not reasonably foreseeable when entering into the Agreement.

8. Sidekick INConfidence's fee, if necessary increased by expense claims or from third parties engaged, will be charged to the Client, including the turnover tax due, per week, month or after completion of the relevant assignment. The client is obliged to reimburse the reasonable expenses such as necessary travel, accommodation, parking and administration costs (telephone, fax, postage, copying and printing costs) incurred by Sidekick INConfidence in the performance of the assignment. These costs are charged separately in addition to the fee.

9. Each partial delivery, which also includes the delivery of parts of a composite order, can be charged to the Client.

Article 7. Cancellations

1. If the Client cancels the assignment in whole or in part before the commencement date, it is obliged to reimburse Sidekick INConfidence for all costs reasonably incurred with a view to the implementation of this Agreement (costs of preparations, discussions, etc.); all without prejudice to the right of Sidekick INConfidence to compensation for loss of profit, as well as the other costs, damage and interest resulting from the cancellation.
2. The provisions of this article are without prejudice to the provisions of article 8.

Article 8. Suspension, cancellation and dissolution

1. The Agreement is entered into for a definite period of time, unless it follows from the nature of the scope of the assignment that it has been entered into for an indefinite period.
2. Without prejudice to Article 7, the Client and Sidekick INConfidence are at all times entitled to terminate the Agreement for an indefinite period of time by giving notice. A judicial intervention is not required for this. Such termination must be effected by registered letter and with due observance of a notice period of 1 (one) month.
3. The Agreement for a definite period cannot be terminated prematurely unless there are urgent circumstances as a result of which it can no longer reasonably be expected from the Client or Sidekick INConfidence that the Agreement continues for longer. This must be communicated to the other party in writing and with reasons. All this without prejudice to the Client's obligation to pay the full agreed fee for the agreed period.
4. If the Client has prematurely terminated the Agreement in full or in part with mutual consent in accordance with the previous paragraphs, Sidekick INConfidence is entitled to compensation for the loss of capacity that has arisen on its part and which can be made plausible, as well as for additional costs it has reasonably had to incur. as a result of the early termination of the Agreement. This unless there are facts or circumstances underlying the premature termination that can be attributed to Sidekick INConfidence.
5. In the event that one of the parties becomes bankrupt, applies for suspension of payments or ceases operations, the other party has the right to terminate the Agreement without observing a notice period, all this subject to rights.
6. Sidekick INConfidence is authorized to suspend fulfillment of its obligations or to dissolve the Agreement if:
 - the Client fails to fulfill its obligations under the Agreement, or fails to do so in full or on time;
 - after the Agreement has been concluded, Sidekick INConfidence becomes aware of circumstances that give good grounds to fear that the Client will not fulfill its obligations;
 - if the Client has been requested to provide security for the fulfillment of its obligations under the Agreement when the Agreement is concluded and this security is not forthcoming or is insufficient;
 - if, due to the delay on the part of the Client, Sidekick INConfidence can no longer be required to comply with the Agreement under the originally agreed conditions.

7. Sidekick INConfidence also has the authority to suspend the delivery of documents or other items to the Client or third parties, until all due and payable claims against the Client have been paid in full.

8. If the progress in the execution is delayed due to default on the part of the Client or due to force majeure on its side, Sidekick INConfidence can charge the full agreed amount, without prejudice to its right to claim further costs, damage and interest.

9. If the Agreement is dissolved, Sidekick INConfidence's claims against the Client are immediately due and payable.

Article 9. Payment

1. Payment must be made within 14 (fourteen) days after the invoice date, in a manner to be indicated by Sidekick INConfidence.

2. If the Client fails to pay an invoice on time and/or in full, the Client will be in default by operation of law. The Client then owes interest of 1% per month or part of a month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

3. The Client is never entitled to set off the amounts owed by the Client to Sidekick INConfidence. Objections to the amount of an invoice do not suspend the payment obligation. The Client who does not invoke Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

4. If after three written reminders the Client is in default or in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment 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 Rapport Voorwerk II. However, if Sidekick INConfidence has incurred higher collection costs that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

Article 10. Complaints about work

1. Complaints about the work performed must be reported in writing by the Client to Sidekick INConfidence within 14 (fourteen) days after discovery, but no later than 30 (thirty) days after completion of the relevant work. shortcoming, so that Sidekick INConfidence is able to respond adequately.

2. If the Client reports a complaint, this does not suspend its payment obligation.

3. If a complaint is well-founded, Sidekick INConfidence will still perform the work as agreed, unless this has become demonstrably pointless by the Client. The latter must be made known in writing by the Client.

4. If the performance of the agreed work is no longer possible or useful, Sidekick INConfidence will only be liable within the limits of Article 11.

Article 11. Liability

1. Sidekick INConfidence will perform its work to the best of its ability and will observe the due care that may be expected of it. If an error is made because the Client has provided Sidekick INConfidence with incorrect or incomplete information, Sidekick INConfidence is not liable for the resulting damage.
2. With regard to the storage and use, treatment and processing of (money) matters entrusted to it by or on behalf of the Client, Sidekick INConfidence will use the same care that it applies for its own (money) matters. However, without prejudice to the provisions of this paragraph and the provisions of these Terms and Conditions, the Client bears the risk for the goods referred to. If he wishes to have the said risk covered, he must take out insurance at his own expense.
3. Sidekick INConfidence is only liable to the Client for damage that is the direct result of a shortcoming attributable to Sidekick INConfidence in the fulfillment of the Agreement, if and insofar as the damage can be caused by normal professional knowledge and experience and with due observance of normal attention and professional practice could have been avoided.
4. In other cases, Sidekick INConfidence's liability is limited to the fee that Sidekick INConfidence has received for its activities in the context of the assignment, with a maximum of EUR 1,500.00 (fifteen hundred euros). For assignments with a lead time longer than three months, the liability is further limited to a maximum of the invoice amount for the last three months.
5. In addition, the liability of Sidekick INConfidence is limited in total to the amount paid out in the relevant case under the professional liability insurance taken out, plus the amount of the deductible.
6. Sidekick INConfidence may set off the obligation to pay compensation for the damage against the unpaid invoices and the resulting interest and costs.
7. Sidekick INConfidence is not liable for persons whom the Sidekick INConfidence has engaged on the instructions of the Client.
8. The foregoing restrictions do not apply if damage is the result of intent or gross negligence on the part of the manager(s) of Sidekick INConfidence.
9. In the event of liability, Sidekick INConfidence is only liable for direct damage. Sidekick INConfidence is never liable for indirect and/or consequential damage including but not limited to lost profit, business interruption costs, loss of relationships, image and reputation damage, damage resulting from, among other things, any delay, loss of data, exceeding a delivery period and/or detected defects.
10. Insofar as the Client and Sidekick INConfidence have agreed terms in the Agreement or during the execution of the assignment within which the work must be performed, these terms are always indicative. Exceeding this will never result in a shortcoming in the fulfillment of Sidekick INConfidence's obligation and therefore does not entitle the Client to claim compensation and/or dissolution of the Agreement. If a term is exceeded, the Client must therefore give Sidekick INConfidence written notice of default. Sidekick INConfidence must be offered a reasonable period of time to still implement the Agreement.

11. Without prejudice to Article 10, the Client is obliged to notify Sidekick of this in writing within 2 (two) months after the Client has identified or could reasonably have identified an inaccuracy in the performance of the assignment and the resulting risk of damage, to notify Sidekick INConfidence thereof in writing.

12. If the notification referred to in the previous paragraph is not made or is made too late, Sidekick INConfidence is in no way obliged towards the Client to undo the damage suffered in a manner that fits with and is in line with the content of the assignment and the nature of the work.

13. Client indemnifies Sidekick INConfidence against all claims that third parties claim and exercise against Sidekick INConfidence for compensation of damage suffered, costs incurred, lost profit and other expenses that are in any way related to and/or arise from the performance by Sidekick INConfidence of the assignment.

14. Contrary to the statutory limitation periods, the limitation period of all claims and defenses against Sidekick INConfidence and the third parties involved by Sidekick INConfidence in the performance of an Agreement is (1) one year after the time when the Client became known or could reasonably have known with these claims and defenses.

15. Any liability of Sidekick INConfidence lapses in any case after 5 (five) years after termination of the Agreement.

Article 12. Force majeure

1. Sidekick INConfidence is not obliged to fulfill any obligation towards the Client if it is prevented from doing so as a result of a circumstance that cannot be attributed to fault, nor on the basis of the law, a legal act or generally accepted views for her account.

2. In these Terms and Conditions, force majeure means, in addition to what is understood in that area in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Sidekick INConfidence cannot exert influence, but as a result of which Sidekick INConfidence is unable to fulfill its obligations. Strikes in the company of Sidekick INConfidence and illness or permanent incapacity for work of the person designated by the execution of the assignment are included, as well as network failures, failures in telecommunications, infrastructure and computer break-ins.

3. Sidekick INConfidence 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 dissolve the Agreement, without any obligation to pay damages to the other party.

4. Insofar as Sidekick INConfidence has already partially fulfilled its obligations under the Agreement at the time of the commencement of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Sidekick INConfidence is entitled to part to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 13. Confidentiality and data

1. Unless any legal provision, regulation or other rule obliges it to do so, Sidekick INConfidence is obliged to maintain confidentiality towards third parties with regard to confidential information obtained from the Client. The Client may grant an exemption in this respect. Information is

considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

2. Subject to written permission from the Client, Sidekick INConfidence is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception is made to this in the event that Sidekick INConfidence acts for itself in disciplinary, civil or criminal proceedings in which this information may be relevant.

3. Unless there is any legal provision, regulation or other rule that obliges the Client to disclose or if Sidekick INConfidence has granted prior permission to do so, the Client will not disclose the content of reports, advice or other written or other expressions of Sidekick INConfidence to third parties. The Client will also ensure that third parties cannot take cognizance of the aforementioned content.

Article 14. Intellectual property rights

1. Sidekick INConfidence reserves all rights with regard to products arising from the spirit that it uses or has used and/or developed in the context of the execution of the assignment of the Client, insofar as these rights arise from the law.

2. The Client is expressly prohibited from directly or indirectly multiplying, disclosing and/or exploiting those products, including working methods, advice, models and other intellectual products of Sidekick INConfidence, in the broadest sense of the word, unless these products are expressly (and laid down in writing) intended for reproduction, publication and/or exploitation.

3. The Client is not permitted to provide tools for those products to third parties, other than to obtain an expert opinion on the activities of Sidekick INConfidence.

Article 15. Applicable law

1. Only Dutch law applies to all Agreements between the Client and Sidekick INConfidence.

2. All disputes related to or arising from the interpretation and/or fulfillment of the Agreement, with the exception of disputes that fall within the exclusive jurisdiction of the subdistrict court, will be settled by the Court in The Hague.

Article 16. Location and change of conditions

1. These Conditions have been filed with the Chamber of Commerce under number 51150549 and will be sent free of charge by Sidekick INConfidence upon request.

2. The most recently filed version or the version that applied at the time of the establishment of the legal relationship with Sidekick INConfidence always applies.

3. The Dutch text of the Conditions is always decisive for the interpretation thereof.

4. Sidekick INConfidence reserves the right to change or supplement these Terms. Changes also apply to Agreements already concluded, with due observance of a period of thirty (30) days after the announcement of the change on the Sidekick INConfidence website or by (electronic) notification. Changes of minor importance can be implemented immediately.

5. If the Client does not want to accept a change in these Conditions that is negative for him, he must inform Sidekick INConfidence about this before the date on which the new conditions come into effect. Sidekick INConfidence can then withdraw the change in question, after which it will no longer apply to the Client. If Sidekick INConfidence does not wish to withdraw the change, the Client is entitled to terminate the Agreement by this date or on the date of receipt of the cancellation if this is after the effective date of the change.