

GENERAL CONDITIONS STICHTING SEALE FOUNDATION

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General Conditions Stichting Seale Foundation

These General Conditions are applicable to all offers and contracts between the Stichting Seale Foundations and a third party supplying services and products.

Article 1 – Definitions

1. **General Conditions:** these general conditions that are applicable and binding for all quotations, offers, agreements, contracts, and supplies of services and goods of the Stichting Seale Foundation. Derogations from these General Conditions shall apply only if they have been expressly agreed upon and appear from a written document, prepared for this purpose and validly signed by the Stichting Seale Foundation.
2. **Stichting Seale Foundation:** a foundation established under the laws of The Netherlands, registered office at Hooiland 16, 5663 HK Geldrop the Netherlands, and with company number 17284151.
3. **The Center for Transformational Presence, Transformence INC,** registered in Topsfield Massachusetts USA, founder and CEO Alan Seale.
4. **Other Party:** the natural person or legal entity that enters into or has entered into an contract with the Stichting Seale Foundation, or to whom an offer is or has been made by the Stichting Seale Foundation, regarding the performance of one or more services and/or the delivery of one or more products.
5. **Parties:** the Stichting Seale Foundation and the other party.
6. **Offer:** any offer issued or made by the Stichting Seale Foundation to the Other Party to deliver services or products for a stated price.
7. **Contract:** a private contract whereby the Stichting Seale Foundation undertakes to provide the Other Party with the delivery of services, on line content and/or products for a stated price. The delivery of services also include the provision of training and individual coaching, the delivery of on line content and products also include the material for the enhancement of expertise in the field of Transformational Presence.
8. **Distance contract:** a contract based on a by the Stichting Seale Foundation organized system of distance sales of products, digital content and/or services including the closing of a contract using one or more techniques of distant communication via the website and via email. In these terms and conditions the distance contract is included in the contract.
9. **Training:** a coherent set of activities, meant for the enhancement of expertise in the broadest sense in the field of Transformational Presence, which is cared for by the Stichting Seale Foundation. I.e. for example a course, workshop, modular programme, seminar, master class, coaching activity or a peer coaching activity. The training can be life, via zoom or skype, in writing of digital form and can be offered as an open registration training, a customized training or an in-company training.
10. **Open registration training:** the contract concerning services for which participants can register on an individual basis and that's not composed according to the wishes of the Other Party.
11. **Customized training:** services that are offered by the Stichting Seale Foundation according to the specifications of the Other Party.
12. **In company training:** the assignment given by Ordering Party to the Stichting Seale Foundation for the execution of a training on location of the Other Party or a location that is designated by the Other Party Course/Training.

13. In writing: this also includes e-mail, internet and any other digital device;
14. Participant: an individual who is signed in for a training of the Stichting Seale Foundation en/or participates in a training that is provided for by the Stichting Seale Foundation.
15. Applicant: the individual who registers himself or someone else for the training.
16. Website: the website of the Stichting Seale Foundation.

Article 2 - Applicability of the General Conditions

1. These General Conditions are applicable to all quotations, offers, agreements, contracts, and distance contracts and supplies between the Stichting Seale Foundation and the Other Party, and when applicable also to the participant for a training.
2. By the application and registering for a training, by submitting an order and by the conclusion of a contract of the applicant/participant/Other Party accepts the applicability of these General Conditions.
3. These General Conditions also apply in case the Stichting Seale Foundation acts on behalf of third parties.
4. These General Conditions also apply in case of additional and follow-up assignments.
5. Deviations from these General Conditions are only binding when, and insofar as, these have been confirmed in writing by the Stichting Seale Foundation. The Stichting Seale Foundation expressly rejects the applicability of any general terms and conditions of the Other Party, however defined.
6. If any provision of these General Conditions conflicts, in whole or in part, with a provision of any law, or is held to be invalid or unenforceable, the remaining provisions shall not be affected or impaired thereby and shall remain in full force and effect. In that case, parties will confer regarding new provisions to replace the null and void or annulled provisions, remaining as faithful as possible to the purpose and tenor of the null and void or annulled provision
7. Provisions which by their nature and / or purpose are intended to last even after the expiration of a contract, shall thereafter retain their effect. Included in this respect are the articles concerning confidentiality, intellectual property rights, force majeure, liability, disputes/complaints and the applicable law.
8. If translations of the General Conditions show discrepancies with the Dutch version, the Dutch version is decisive.

Article 3 - Offer, creation of the contract, suspension and right of termination

1. Unless another term of acceptance is agreed, all offers and other orders of the Stichting Seale Foundation are valid up to 30 days after the date of the offer/orders and shall be free of obligation. The Stichting Seale Foundation is never obliged to accept an offer or order.
2. Offers and orders are based on the information that is provided by the Other Party. The Other Party guarantees that all essential information for design, execution and completion of a contract is and will be timely and truthfully provided. The Other Party cannot derive any rights from an offer by the Stichting Seale Foundation that is based on incorrect or incomplete information provided by the Other Party.
3. The Stichting Seale Foundation shall only be bound by the offers and orders, if the acceptance thereof is confirmed in writing by the Other Party within the period of validity.

4. Unless otherwise stated, the prices of the offers of the Stichting Seale Foundation are in euros and exclusive of VAT and other government levies. Unless explicitly stated otherwise, all levies and taxes concerning the services of the Stichting Seale Foundation, come at the expense of the Other Party.
5. The Stichting Seale Foundation will not be bound by apparent errors or mistakes in its offers.
6. A contract based on the General Conditions will only be established if the applicant/Other Party explicitly agrees to the offer of the Stichting Seale Foundation. If it concerns a Distant Contract, the contract is established when the Stichting Seale Foundation has notified the applicant/Other Party by email of the application.
7. If the applicant/Other Party concludes a contract on behalf of another natural or corporate body, he claims to be authorized to do so by the conclusion of the contract. The applicant/Other Party, in addition to this natural or corporate body, shall be held jointly and severally liable for the fulfilment of all obligations arising from that contract.
8. Before the start date of a training, a participant can let a suitable replacement take his place without any surcharge. That person must comply with the conditions set by the Stichting Seale Foundation and this person agrees explicitly to the applicability of the General Conditions.
9. The Stichting Seale Foundation may, for reasons of its own, refuse participation of an applicant to a training at any time. For example, admission requirements can be set for participation, for instance with regard to previous training courses. The Stichting Seale Foundation can also set a deadline for registration and / or set limits on the number of participants for a training course.
10. If an applicant/Other Party registers for an already fully booked training, the applicant will be placed on a waiting list. The applicant / Other party will be notified of this action, no later than five working days after receipt of the registration. If places are released during a fully booked training session, the applicant / Other Party who has been on the waiting list for the longest time will be asked to sign up permanently.
11. The Stichting Seale Foundation will at all times be entitled to make minor changes to the substance and design of an open registration training, without incurring any claim to reimbursement or compensation.
12. The trainings take place on dates, locations and times designated by the Stichting Seale Foundation, unless otherwise agreed in writing. In the case of in-company training, the Other Party guarantees that the location of the training is easily accessible by car and that a conference room is available at that location that is suitable for the agreed service. The Other Party guarantees that anyone connected to the Stichting Seale Foundation can make use free of charge of the items and facilities that are have at their disposal and are reasonably at their disposal.
13. If changes occur in relation to the circumstances on which the Stichting Seale Foundation has relied when issuing a quotation, offer or contract, then the Stichting Seale Foundation is entitled to take these changes into account in the performance of the contract or in the price. These changes are expressly discussed with the Other Party.
14. Changes to an original contract that have arisen through the actions of the Other Party, may affect the agreed time schedule and the costs for execution. The additional costs resulting from changes in the original contract by the Other Party are at the expense of the Other Party. The Stichting Seale Foundation will, insofar as this is within its possibilities, state the additional costs prior to the work.

15. If the circumstances so warrant, the Stichting Seale Foundation is entitled to suspend the execution of the contract or to terminate the contract with immediate effect in whole or in part if the Other Party does not, not timely or not fully comply with its obligations from the contract, or if after the conclusion of the contract, the Stichting Seale Foundation learns of circumstances giving sound reason to fear that the Other Party fails to fulfil its obligations.
16. The Stichting Seale Foundation is entitled to suspend the execution of the contract or to terminate the contract in whole or in part with immediate effect if and insofar as circumstances arise which are of such a nature that partial or complete performance thereof is impossible or unchanged execution thereof is demonstrably unreasonable arduous for the Stichting Seale Foundation.
17. In case the Other Party is in a state of bankruptcy, has its business wound up or shut down, becomes subject to the Debt Rescheduling Natural Persons Act, has applied for a (provisional) insolvency, assigns or loses the power to freely dispose of its estate/assets, the Stichting Seale Foundation is entitled to terminate the contract with immediate effect. This unless the applicant / Other Party has already provided sufficient security for the payments, or will immediately proceed to this.
18. Unless this cannot be attributed to him, the applicant / Other Party shall be liable for all damage suffered in connection with a suspension and / or termination of the contract.
19. If the Stichting Seale Foundation terminates the contract pursuant to this article, all claims against the applicant/Other Party becomes immediately due and payable.

Article 4 - Terms of payment for services, digital content and products

1. The prices of the services, digital content and products provided by the Stichting Seale Foundation are listed on the information material provided by the Stichting Seale Foundation and on the website. These prices are binding unless a different price has been agreed upon the parties in a written statement. The Stichting Seale Foundation has the right to change its prices at any time, on the understanding that such changes do not apply in respect of contracts that are already concluded.
2. If the contract is cancelled by the Other Party and one or more training sessions are scheduled to a later date, a new contract applies, in which case the price that is applicable at the time of the new confirmation will apply. In case of a date change of a training by the Stichting Seale Foundation that the applicant / Other Party does not comply with, no payment of the agreed amount will be due. If the applicant / Other Party has already paid the amount due, the Stichting Seale Foundation will reimburse the undue payment on a bank account number designated by the applicant / Other Party.
3. Prices do not include any arrangement costs, as well as travel expenses incurred in connection with the execution of customized and in-company training. All costs associated with foreign bank transactions shall be borne by the applicant / Other Party.
4. Payments must be made in the manner prescribed by, and within the deadline set by the Stichting Seale Foundation. A payment term of a maximum of 30 days following the billing date, applies to the invoices sent by the Stichting Seale Foundation. In the event of overdue payment, the applicant / Other Party is legally in default without notice of default being required, and the Dutch statutory commercial interest referred to in Section 6:119a of the Dutch Civil Code will be due from the moment the applicant / Other Party is in default until the moment of payment of the full amount due.

5. Unless otherwise expressly stated, the Stichting Seale Foundation shall always be entitled to require that the applicant/Other Party makes an advance payment in full or in instalment. In the event the applicant / Other Party is in arrears with payments, the Stichting Seale Foundation is eligible to postpone the implementation of the obligations until the arrears have been paid to the Stichting Seale Foundation.
6. Payment must be made effected by the agreed due date without qualifying for suspension or setoff and without deduction of costs or payment discounts deduction for whatever reason.
7. In the event the Stichting Seale Foundation offers trainings free of charge, an applicant must register in writing prior to the training. There are no costs for the applicant / Other Party to the training, unless the applicant / Other Party cancels participation within five working days before the training, or does not participate without prior notice. In case of late cancellation or no show, the applicant / Other Party is obliged to pay administrative and cancellation expenses. In the case of a training free of charge, an amount of € 25 will be charged in case of a late cancellation or no show.
8. When payment is overdue, the applicant / Other Party is legally in default without the Stichting Seale Foundation being obliged to service notice of this default. The applicant / Other Party is indebted to pay an immediately due and payable fine of 15% of the amount due, with a minimum of € 75.00 ex VAT per invoice. If the applicant / Other Party is a natural person not acting in the course of a business or profession, the amount of extrajudicial costs shall be determined in accordance with article 6:96 paragraph 2 sub c of the Dutch Civil Code.
9. All costs that the Stichting Seale Foundation in fairness has to make as a consequence of the applicants / Other Party's imputed shortcomings in fulfilling its obligations towards the Stichting Seale Foundation are for the applicants / Other Party's account.

Article 5 - Implementation of the contract

1. The content of a training corresponds with the main lines stated in the order confirmation. The Stichting Seale Foundation reserves at all times the right to make changes to the substance of the training, provided that the outlines represented in the order confirmation will not be derogated from.
2. The Stichting Seale Foundation performs all services on the basis of a best efforts obligation. However, the Stichting Seale Foundation cannot guarantee that any desired result shall be achieved. The Stichting Seale Foundation shall perform the activities to the best of her ability and as a professional acting with due care.
3. The Stichting Seale Foundation cannot guarantee that the participant / Other Party will achieve the results that it aims to achieve by participating in the training.
4. At all times, the Stichting Seale Foundation shall be entitled to engage third parties to fulfil (parts of) the contract. Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code do not apply to the contract. Except for culpable intent or gross negligence of the Stichting Seale Foundation, the Stichting Seale Foundation bears no liability for damage as a result of an act or omission of the intended third parties.
5. Except insofar as the website information or the contract states otherwise, the Stichting Seale Foundation will equip the participant with the training material necessary for participating in the training.
6. The applicant / participant / Other Party takes care that all data will be provided on time to the Stichting Seale Foundation, for which the Stichting Seale Foundation indicates or

for which the applicant / participant / Other Party must understand that they are necessary for the execution of the contract. If the data necessary for the contract execution are not provided on time to the Stichting Seale Foundation, the Stichting Seale Foundation has the right, without prejudice to the provisions in these General Conditions, to postpone and/or charge the applicant / participant / Other Party for the extra costs resulting from the delay according to the usual rates applied by the Stichting Seale Foundation.

7. Anyone involved in delivering or receiving a training embraces in their behaviour and communication a respectful, dignified and civil manner, upholding ethical principles that are consistent with their status. They refrain from any form of discrimination on any grounds whatsoever, as well as from threatening or using intimidation, from harassment and aggression in a verbal, physical or other form.
8. A participant is obliged to comply strictly with the instructions given by the Stichting Seale Foundation. The participant is explicitly not allowed to make audio or video recordings by or on behalf of the Stichting Seale Foundation during the performance of the training, unless explicitly stated otherwise in advance.
9. If a participant does not or not sufficiently comply with the rules as referred to in these General Conditions or if the participation of the person is considered by the Stichting Seale Foundation to be a disturbing influence on the activities, the Stichting Seale Foundation, without reason given, is entitled to debar a participant from a training or to terminate the contract. Unless there are some particular and special circumstances to lead the Stichting Seale Foundation to depart from that rule, no claim can be made on the reimbursement of (part of) the amount due.
10. An applicant / participant / Other Party will not be permitted, either alone or in cooperation with third parties to develop or provide similar services based on the training programmes, digital content and / or products, nor use the teaching materials therein, provided by the Stichting Seale Foundation without the express written consent of the Stichting Seale Foundation.

Article 6 - Cancellation of a contract for an open registration training

1. The cancellation regulations of this article apply to the cancellation of an open registration training by the applicant / Other Party, unless expressly agreed otherwise and confirmed by the Stichting Seale Foundation in writing.
2. If sufficient reasons are deemed by the Stichting Seale Foundation, until 7 days prior to class, she has the right, without reason given, to postpone or cancel a training. Insufficient participation, illness or absence of the teachers, or force majeure as referred to in Article 8 are also included in the term 'sufficient reasons'. In such cases, the applicant / Other Party has the right to reimbursement of the amount he already paid to the Stichting Seale Foundation.
3. The Stichting Seale Foundation reserves the right to refuse the delivery of a training, digital content and products if invoices for previous services have not been paid.
4. All cancellations must be done in writing. If (a part of) the amount due for the open registration program has already been paid by the applicant / participant / Other Party, a refund of the balance will be provided for by the Stichting Seale Foundation, after deduction of the cancellation costs due. The participant/Other Party will not be eligible for

a refund of all or part of the fee if the participant does not (fully) exercise the right to attend the classes forming part of the training for which he has been enrolled, regardless of the cause.

5. If unable to attend and given the provisions of article 5, the applicant/Other Party has the right to let a suitable replacement take its place. In case of such an in-place statement, the provisions of this article in respect of cancellation shall apply mutatis mutandis.
6. The Stichting Seale Foundation, without reason given, has the right to debar a participant before a training session, in which case the participant / Other Party has the right to reimbursement of the amount that has already been paid to the Stichting Seale Foundation. The Stichting Seale Foundation reserves the right to refuse a participant entrance to a session, in case he arrives more than an hour late, if the Stichting Seale Foundation concludes that entering the session would have a disturbing influence on the activities. In this case the participant/ Other Party has no right to any reimbursement.
7. In case of cancellation by the applicant/Other Party:
 - a. Up until 4 weeks prior to the start of the training the applicant/Other Party is obliged to pay administrative expenses of € 25;
 - b. Up till 14 days prior to the start of the training, the applicant/Other Party is obliged to pay 50% of the training fee;
 - c. Within 14 days prior to the start of the training, the applicant/Other Party is obliged to pay the total fee.
 - d. For a digital training, 25% of the training fee with a minimum of € 75 is due;
 - e. For a digital training after the log in code is given by the Stichting Seale Foundation, the applicant/Other Party is obliged to pay the total fee.

Any amount already paid will, after deduction of the fee due in connection with the cancellation, be deducted by the Stichting Seale Foundation from the cost for a new training, to the extent possible. This is not possible or the applicant / participant / Other Party so prefers, this amount will be refunded by the Stichting Seale Foundation to the applicant / participant / Other Party.

8. If the applicant / Other Party is a natural person not acting in the exercise of his profession or business and the contract is a Distance Contract, the applicant / Other Party has 14 days after entering into a Distance Contract to terminate the contract without providing a reason and without bearing any costs for the service. Invoking the termination clause requires the applicant / Other Party to send written notice within the withdrawal period to the Stichting Seale Foundation. After a period of 14 days after entering into a Distant Contract the cancellation provisions as stated in this article are applicable.

Article 7 - Cancellation/change of a contract not being open registration training

1. Unless expressly agreed otherwise and confirmed in writing by the Stichting Seale Foundation in the confirmation of participation, the cancellation regulations of this article apply to the cancellation by or on behalf of the applicant / Other Party of a customized training, an in-company training or other service, not being an open registration training.
2. The notice of cancellation as mentioned in this article must be done in writing.
3. Cancellation by the Other Party of the assignment for a customized or in-company training / other service can take place up to 30 days before the start of the training. The Other Party is obliged to pay the costs already incurred (including a flight ticket). In the

- event of non-cancellation, the Other Party is obliged to pay the total amount of the customized or in-company training / other service, as agreed in the contract.
4. Cancellation by the Other Party within 30 days prior to the start of the customized or in company training / other service, will oblige the Other Party to pay 50% of the total amount of the customized or in-company training / other service, as agreed in the contract. Cancelling within 10 days prior to the start of the customized or in company training / other service, will oblige the Other Party to pay the total amount of the customized or in-company training / other service, as agreed in the contract. If the Other Party has already paid the amount due, the Stichting Seale Foundation will reimburse the undue payment within 3 weeks after the notice of cancellation.
 5. If the contract only provides for an individual counseling or coaching session, that session can be canceled or moved free of charge up to 48 hours before the start of the meeting. In the event of cancellation or postponement within 48 hours before the start of the session, or if the participant does not appear on the appointment, the Stichting Seale Foundation will be entitled to charge the full agreed amount.
 6. If during the execution of the contract with regard a customized training, an in-company training or other service, it becomes clear that for a proper execution it is necessary for the work to be performed, to modify or supplement the contract, the parties together shall timely, and by mutual agreement adjust the contract accordingly.
 7. If the change or addition to the contract has financial and / or qualitative consequences, the Stichting Seale Foundation shall inform the Other Party in this regard in advance. The Other Party will accept any reasonable change to the contract and these changes never provide a ground for the Other Party to terminate or dissolve the contract.

Article 8 - Event of Force Majeure

1. In addition to that which is deemed as such by law, legal precedent and generally accepted view, in this clause 'Event of Force Majeure' implies circumstances that prevent the fulfilment of the contract and that are not attributed to the Stichting Seale Foundation. This will also include (if and to the extent that these circumstances make the performance impossible or unreasonable complicated): delays at or default of our suppliers of other third parties on which the Stichting Seale Foundation depends, strikes in companies other than the Stichting Seale Foundation, serious business failures that significantly hamper normal business operations, illness, compelling personal circumstances, governmental measures that make the performance of the agreed contract temporarily or permanently impossible, as well as any other circumstance independent of the will of the Stichting Seale Foundation that make the execution of the contract (temporarily) impossible.
2. Should the Stichting Seale Foundation be prevented from performing its obligations under the contract due to Force Majeure, she reserves the right to postpone her obligations without judicial intervention, until the moment that the Stichting Seale Foundation is able to fulfil the contract in the agreed manner. The Stichting Seale Foundation also reserves the right to partially or completely dissolve the contract. In either case the Stichting Seale Foundation is obliged to pay any penalty of compensation for damages. The Other Parties sole remedy shall be the refund or remission of the agreed fees.
3. The applicant / Other is entitled to dissolve the contract If he is of the opinion that due to external influences, proper execution of the contract is impeded.

4. Either party shall be entitled to dissolve the contract in case of force majeure, if the contract cannot be executed or if the applicant / Other Party is of the opinion that the force majeure period lasts too long.
5. In all circumstances as laid out in this article, the Stichting Seale Foundation is not obliged to pay any compensation for damages to the Other Party.

Article 9 - Liability and limitation of liability

1. Within the framework of the formation and/or execution of the provisions of these General Conditions, the Stichting Seale Foundation excludes all liability for any damage whatsoever, directly and/or indirectly, that occurs in any manner in connection with an incorrectness or incompleteness in the data provided by the applicant / participant / Other Party, or another shortcomings in the fulfillment of the obligations of the applicant / participant / Other Party arising from the law or the contract or any other circumstance that cannot be attributed to the Stichting Seale Foundation.
2. Within the framework of the formation and/or execution of the provisions of these General Conditions, the Stichting Seale Foundation shall only be liable for damages incurred by the applicant / participant / Other Party where these damages are the direct result of a imputable shortcoming attributable to the Stichting Seale Foundation.
 - a. Direct damage is solely taken to mean:
 - reasonable costs incurred by the Other Party to establish the cause and extent of the damage, insofar as this establishment relates to the damage within the framework of these conditions;
 - any reasonable costs incurred by the Other Party in order to ensure that the performance of the Stichting Seale Foundation meets the requirement of the contract, to the extent that these can be attributed to the Stichting Seale Foundation, and
 - reasonable costs incurred by the Other Party in order to prevent or limit the direct damage, insofar as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in these General Conditions.
 - b. Imputable shortcoming is solely taken to mean a shortcoming which a competent and conscientious professional would in the given circumstances and assuming a normal degree of attention, competence and professionalism should not make.
3. If the Stichting Seale Foundation is held liable for any damage, the applicant / participant / Other Party will give the Stichting Seale Foundation a reasonable term to remedy the situation. Every right to compensation of damage by virtue of this article lapses if the applicant / participant / Other Party has failed to provide the Stichting Seale Foundation with this opportunity.
4. The Stichting Seale Foundation is never liable for loss, theft and/or damage to the properties of the participant / Other Party, regardless of where the training takes place.
5. Irrespective of the legal basis on which the claim of the applicant / participant / Other Party is based, and with exception to the damage that is the result of culpable intent or gross negligence of the Stichting Seale Foundation, the Stichting Seale Foundations total liability for damages incurred by the applicant / participant / Other Party arising from or related to the contract will be limited to compensation of the direct damages, and shall not exceed the total fees paid or should have been paid by the applicant / participant / Other Party. This limitation of liability does not apply if and insofar as the liability of the Stichting Seale Foundation for the damage in question is insured under any contract of

insurance and the relevant insurer is willing to pay compensation. In that case, the Stichting Seale Foundation is only liable for the amount that is paid out under the relevant insurance in the relevant case, plus the possible excess of the Stichting Seale Foundation that applies under that insurance. If the contract has a longer turnaround time than six months, the value of the last six months of the contract shall be taken as the starting point for determining the amount referred to in this article.

6. Any claims by the applicant / participant / Other Party within the meaning of this article must be submitted within six months of the moment on which the damage manifested itself for the first time. Every right to compensation of damage lapses if the applicant / participant / Other Party has failed to unambiguously claim compensation for damage within this timeframe.
7. Except in the case of culpable intent or gross negligence of the Stichting Seale Foundation, the Other Party will indemnify the Stichting Seale Foundation against all claims from third parties, for whatever reason, for compensation of damage, costs or interest, relating to the execution of the contract by or on behalf of the Stichting Seale Foundation.
8. Irrespective of the legal basis on which the claim of the applicant / participant / Other Party is based, the Stichting Seale Foundations liability does not extend to damage due by culpable intent or gross negligence of its employees, other persons or third parties hired by the Stichting Seale Foundation of whose services she makes use of in relation to the performance of the contract.
9. The Stichting Seale Foundation may invoke all legal and contractual rights and defenses to defend its own liability and that of all those involved in the execution of the contract.
10. The Stichting Seale Foundation may engage third parties in the execution of the contract and is at all times entitled to invoke any limitations of liability of those third parties.

Article 10 - Complaints

1. Complaints by the applicant / participant / Other Party must be logged to the Stichting Seale Foundation.
2. A complaint should be submitted in writing within eight (8) calendar days following the discovery of the shortcoming, but no later than three (3) calendar month after the last day of the training or the delivery of the digital content / the product, providing a detailed description and substantiation of the complaint. In the absence of a properly defined complaint, any claim against the Stichting Seale Foundation regarding defects in the execution of the contract shall expire.
3. If a complaint is well-founded, the Stichting Seale Foundation is authorized to continue the execution of the contract in the manner as agreed between the parties or, depending on the nature of the complaint, will strive to find an alternative solution.
4. If a complaint is well-founded, yet the execution of the contract is void of not possible, the applicant / participant / Other Party has the right to a (partially) refund of the amount paid.
5. Claims or defenses based on the statement that the performance of a contract does not comply with what the applicant / participant / Other Party could reasonably have expected, lapse on the expiration of 1 (one) calendar year after the end of a training course or delivery of the digital content or the product.
6. All complaints will be handled with the utmost care and confidentiality.

Article 11 - Intellectual and economic property rights and confidentiality

1. Unless explicitly agreed otherwise in writing, and notwithstanding the amount paid by the applicant / participant / Other Party, all copyright, database right, patents, and all other rights of intellectual and economic property vested in (part of) the services, products, materials, (electronic) information provided or published on behalf of the Stichting Seale Foundation, accrue solely to the Stichting Seale Foundation, Alan Seale and the Center for Transformational presence and/or its licensor(s). The Stichting Seale Foundation is license holder or owner of these rights.
2. The applicant / participant / Other Party will be granted a non-transferrable right of use in respect of the training indicated in the order confirmation only, as well as for the design, operation, images and sounds of the website of the Stichting Seale Foundation, including the video- and other content placed on it.
3. Participants who have successfully completed a training may use the materials that were utilized during the training in their own professional practice, under the conditions of acknowledgment of the source.
4. Under no circumstances is it permitted to the applicant / participant / Other Party to make any changes to the items, materials and (electronic) information referred to in paragraph 1 of this article, the security thereof, or the intellectual property rights notices associated therewith.
5. The applicant / participant / Other Party will at all times be under the obligation to keep confidential the items, materials and electronic or other information referred to in paragraph 1, and the contents thereof, and to use same solely for the purpose for which they have been granted a right of use.
6. The Stichting Seale Foundation reserves the right to use the knowledge gained during the execution of the contract for other purposes, insofar as no confidential information and / or information that can be traced back to the applicant / participant / Other Party is brought to the attention of third parties.
7. Parties must keep strictly confidential all information in relation to the business operations of the other party that could reasonably be deemed private and confidential, unless such disclosure is required by law. This confidentiality will continue to apply after termination of the contract.
8. The Stichting Seale Foundation will exercise the principles of confidentiality in relation to the information provided in the context of the execution of the contract with due professional care and conduct.
9. By entering into a contract with the Stichting Seale Foundation, the applicant / participant / Other Party grants the Stichting Seale Foundation permission to include its personal information in a (partly) automated administration. The Stichting Seale Foundation shall use this personal information solely for its own operations and to inform of its future activities. The Stichting Seale Foundation shall handle all personal information obtained in accordance with the Dutch Personal Data Protection Act.

Article 12 - Applicable law and miscellaneous

1. All agreements (including offers, contracts and disputes) to which these General Conditions apply and are related to these General Conditions will be governed by the laws of the Netherlands.
2. Before getting to court, the parties shall use their best efforts to settle the dispute by mutual agreement.

3. Unless the law states otherwise, the competent court related to the town where the Stichting Seale Foundation is registered will have exclusive jurisdiction to hear any disputes.
4. The Stichting Seale Foundation is entitled to change these General Conditions from time to time. In the absence of protest by the applicant / participant / Other Party within 30 days after the announcement of the Stichting Seale Foundation of the amended conditions, the changed version of the General Conditions form part of all new contracts from the date of notification, as well as of all outstanding contracts insofar as these are carried out after the day of the notification in question.
5. These General Conditions are valid from January 1^{ste} 2018 and are filed with the Chamber of Commerce at Eindhoven. These conditions are published on the website of the Stichting Seale Foundation and have been translated into English. If the English General Conditions show discrepancies with the Dutch version, the Dutch version is decisive.

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