

Terms and Conditions

Article 1 Definitions

- Agreement:** Agreement in writing between COACHING WITH OMOZUA (CWO) and the Client
- Client:** the contracting party to COACHING WITH OMOZUA (CWO) in an Agreement
- Coachee:** any beneficiary of the coaching, consulting or training services provided by COACHING WITH OMOZUA (CWO) (incl. participant(s) and the Client)
- CWO:** means COACHING WITH OMOZUA (CWO), a Luxembourg-based Sole Trader with its seat at rue de l`ouest 8, L-2273 Luxembourg.
- Quotation:** offer by **CWO** to the Client in order to sign and confirm an Agreement
- Service:** Coaching, Consulting, Training or a combination of any of these

Article 2 In General

- a. These Terms and Conditions are applicable between COACHING WITH OMOZUA (CWO) and (i) the Client and (ii) the Coachee - who will explicitly accept these Terms and Conditions.
- b. These Terms and Conditions are applicable to any and all oral and written Quotations, Agreements and Services by or with COACHING WITH OMOZUA (CWO). This applies in so far as neither party has waived this explicitly and in writing.
- c. The Terms and Conditions are applicable from the moment of publication and can only be amended by COACHING WITH OMOZUA (CWO) and duly notified to each concerned Client.
- d. These Terms and Conditions remain applicable when subcontracting a third party in order to meet the Services as agreed upon in the Agreement between COACHING WITH OMOZUA (CWO) and the Client.
- e. If one or more clauses in these Terms and Condition are nullified, a new Agreement will be made which in that case a clause is applicable that encompasses the scope of the nullified clause as much as possible.

Article 3 Quotation

- a. All Quotation by COACHING WITH OMOZUA (CWO) are non-committal unless the Quotation specifically mentions a deadline for acceptance of the offer.
- b. The prices in a Quotation do not include taxes and other government charges, nor do they include any costs made to execute the Agreement, such as shipping and handling and administrative costs, unless stated otherwise.
- c. A combined Quotation does not require COACHING WITH OMOZUA (CWO) to execute a part of the Agreement for a corresponding part of the quoted price.
- d. Any and all contingency activities and costs will be discussed in a timely manner and will be reasonably calculated and invoiced after consultation with the Client.
- e. The prices in a Quotation do not automatically apply to future inquiries.
- f. COACHING WITH OMOZUA (CWO) is not required to meet obvious errors in a Quotation.

Article 4 Agreement

- a. The content, duration and price of the Services will be established in the Agreement.
- b. If a term for completion of certain Services is established within the duration of the Agreement, then this is never a deadline. After consulting with the Client, the decision to either continue or end the Agreement or the execution of the Services can be made.
- c. Cancelling the Agreement by the Client has to occur in writing. The date of receipt of the letter or email message is considered to be the cancellation date.

- d. If cancellation is requested up to 6 weeks in advance of the start of the Agreement, 50% of the agreed upon price will be invoiced as cancellation costs. If cancellation is requested between 6 and 2 weeks in advance of the start of the Agreement, 75% of the agreed upon price will be invoiced as cancellation costs. If cancellation is requested within 2 weeks in advance of the start of the Agreement, 100% of the agreed upon price will be invoiced as cancellation costs.
- e. In case of cancellation, any and all costs made in preparation of the Agreement, as well as preparation time, will be charged, regardless of the time until the agreed upon starting time of the Service.
- f. COACHING WITH OMOZUA (CWO) always reserves the right to reschedule and/or cancel (any part of) an Agreement if too many Coachees cancel their participation. The additional costs that are associated with this will be invoiced to the Client.
- g. COACHING WITH OMOZUA (CWO) always reserves the right to reschedule and/or cancel (any part of) an Agreement in case of illness, disability, death or severe illness of relatives or dear friends which would prohibit COACHING WITH OMOZUA (CWO) to properly execute the Agreement.
- h. If one of the involved parties fails to properly execute the agreed upon requirements, has explicitly been notified about this by the other party, and still fails to properly execute the requirements within a reasonable timeframe, the other party will be authorized to terminate the Agreement without owing the failing party anything. The Services that have been provided up until the termination of the Agreement will have to be paid as agreed upon.

Article 5 Execution of the Agreement

- a. Obligations by COACHING WITH OMOZUA (CWO) are effort based, not result based. This means that COACHING WITH OMOZUA (CWO) will always put its best effort to work within the limits of competence. To guarantee the quality and to continue to improve the competences, COACHING WITH OMOZUA (CWO) will regularly use applicable intervention and/or supervision and constant professional development.
- b. The Client and the Coachees understands that they themselves are responsible for supplying the necessary information to be able to properly execute the Agreement. COACHING WITH OMOZUA (CWO) is not liable for any loss due to incorrectly or incompletely supplied information by the Client or Coachees.
- c. The Client is dedicated to complete the Agreement and realized that they themselves are responsible for their results.
- d. If, while executing the Agreement, it appears that the reasonable execution of the Agreement requires any expanded or amended Services, the Agreement will be amended as such in a timely manner and with mutual Agreement - if not COACHING WITH OMOZUA (CWO) is entitled to end the Agreement.
- e. If both parties agree that the Agreement gets amended or expanded, the time of the completion of the Services as well as costs thereof can change. COACHING WITH OMOZUA (CWO) will notify the Client as soon as possible if this is the case.
- f. If COACHING WITH OMOZUA (CWO) prematurely terminates the Agreement, COACHING WITH OMOZUA (CWO), unless the early termination is due to facts and/or circumstances that are imputable to the Client or the Coachee, will either take care of the transfer of any and all remaining Services to a third party or end the Agreement.

Article 6 Payment Terms

- a. Payment of the agreed upon Service takes places via an invoice or/and as agreed in written form with client. Invoices need to be paid by the Client no later than 14 days after the date of the invoice.
- b. The Client has the opportunity to express any and all objections against the invoice in writing and by registered mail to COACHING WITH OMOZUA (CWO) within two weeks after the date of the invoice.
- c. COACHING WITH OMOZUA (CWO) reserves the right to immediately cancel the Agreement if the Client cannot meet the payment terms within the deadline.

Article 7 Force Majeure

- a. Among others COACHING WITH OMOZUA (CWO) is not obliged to fulfill any obligations if COACHING WITH OMOZUA (CWO) is impeded to do so due to *force majeure*.
- b. Force majeure in these Terms and Conditions is, apart from that which is understood in the law and jurisprudence, defined as any and all external causes, foreseeable or unforeseeable, of which COACHING WITH OMOZUA (CWO) cannot exert any influence yet which inhibits COACHING WITH OMOZUA (CWO) to meet the agreed upon obligations.
- c. COACHING WITH OMOZUA (CWO) also reserves the right to appeal to *force majeure* if the circumstance that inhibits (further) fulfillment occurs after COACHING WITH OMOZUA (CWO) should have fulfilled their obligations.
- d. Parties can suspend the obligations of the Agreement while the *force majeure* occurs. If this period lasts longer that two months, both parties are entitled to dissolve the Agreement.
- e. If COACHING WITH OMOZUA (CWO) has met or will be able to meet part of the obligations of the Agreement at the time the *force majeure* occurs and assigns independent value to the fulfilled respectively fulfillable obligations, COACHING WITH OMOZUA (CWO) is entitled to invoice separately for the fulfilled or fulfillable part. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 8 Liability

- a. COACHING WITH OMOZUA (CWO) is never liable for direct or indirect emotional damage or damages resulting in decisions made by the Client, whether or not in consultation with COACHING WITH OMOZUA (CWO).
- b. COACHING WITH OMOZUA (CWO) is not liable for the behavior of the Coachees during or outside of the sessions. The Coachees are at all times responsible for their own choices, behavior and consequences thereof.
- c. COACHING WITH OMOZUA (CWO) can never be held liable for (attempted) self-mutilation or (attempted) suicide.
- d. If any damage occurs to any people or goods during the execution or due to the execution of any Services by COACHING WITH OMOZUA (CWO), for which COACHING WITH OMOZUA (CWO) can be held liable, this liability will be limited to the price as included in the Agreement to which the liability applies, with a maximum of € 2,000, -.
- e. COACHING WITH OMOZUA (CWO) is not obliged to compensation of indirect damages suffered by the Client or Coachees, including by not limited to consequential damages, lost profits and losses due to business interruptions. Any and all liability by COACHING WITH OMOZUA (CWO) of business damages or indirect damages or consequential damages whatsoever is explicitly ruled out.
- f. COACHING WITH OMOZUA (CWO) will observe due diligence in case of involvement of a third party that is not affiliated with the organization (like advisors, experts or service providers). COACHING WITH OMOZUA (CWO) is not liable for any and all serious deficiencies towards the Client or Coachees or for any possible errors or shortcomings by the third party. In such case the Client has the possibility to hold

the third party themselves liable and recover any and all damages with the third party

- g. COACHING WITH OMOZUA (CWO) or any third party or external coaches who are responsible for guiding the Coachees will not give or use any resources, methods or techniques or allow situations to occur in which the abilities of the Coachees to observe, analyze or evaluate the risk of imminent injury of any kind are restricted or adversely affected. If a Coachee were to sustain any injury, COACHING WITH OMOZUA (CWO) or any third party or coaches are in no way liable except for gross negligence.
- h. The Client indemnifies COACHING WITH OMOZUA (CWO) of all liability (like damages and legal proceedings) of any third party that is related to the Agreement between COACHING WITH OMOZUA (CWO) and the Client, unless the claims are due to gross negligence by COACHING WITH OMOZUA (CWO).

Article 9 Confidentiality

- a. The Client and COACHING WITH OMOZUA (CWO) both are required to treat any and all information that is shared in regard to the Agreement in full confidentiality and to maintain confidentiality towards any and all third party. Information is deemed confidential if it is shared in conversations or contacts as part of the Agreement between the Client and COACHING WITH OMOZUA (CWO).
- b. COACHING WITH OMOZUA (CWO) ensures that this obligation is also imposed on any and all third party that can be approached by COACHING WITH OMOZUA (CWO) to assist in the execution of the Agreement.
- c. Per Luxembourg law, confidential information is never disclosed to any third party without explicit consent of the Client and/or the Coachees.
- d. COACHING WITH OMOZUA (CWO) never provides any confidential information of a Coachee to the Client without explicit consent of the coachee in question.
- e. COACHING WITH OMOZUA (CWO) reserves the right to disclose relevant information to authorized persons or authorities in case of imminent danger to society or a third party if this can prevent the danger.
- f. If COACHING WITH OMOZUA (CWO) is held to disclose confidential information to a third party based on a legal provision or court ruling and COACHING WITH OMOZUA (CWO) cannot plead legally defined privilege, COACHING WITH OMOZUA (CWO) cannot be held liable for any and all compensation or indemnity and the Client will not have the right to dissolve the Agreement based on any and all damages caused by this.
- g. All correspondence is confidential and is only intended for the Client and COACHING WITH OMOZUA (CWO), unless explicitly otherwise agreed upon. The Client needs to be aware that confidential information should not be shared through fax, email, mail or voicemail, when this information can be viewed by a third party.

Article 10 GDPR

- a. The Client [and the Coachee] acknowledges that its personal information will be handled by CWO in accordance with applicable data privacy laws and regulations.
- b. The Client [and the Coachee] acknowledges that the processing of its personal data may include the disclosure of its information to third parties where necessary or for legitimate business interests. This may include disclosure to governmental authorities who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements.
- c. The Client [and the Coachee] hereby consents to the processing of its information, which may include (1) the disclosure of its information as outlined above to third parties; (2) the disclosure of its information, where necessary for CWO's legitimate interests, to the parties identified above.
- d. The Client [and the Coachee] understands its right to:

- a. to access its data (in an easily readable form);
- b. to examine and correct its data;
- c. to restrict the use of its data;
- d. to withdraw any consent given to the processing of its data (where applicable);
- e. to receive information regarding any entities we disclose its data to;
- f. to lodge a complaint with the relevant protection authority;
- g. to object to the processing of its data where it has considered this to be necessary for the purposes of its legitimate interests; and
- h. to request for certain data to be erased (the 'right to be forgotten').

Article 11 Intellectual Property and Copyright

- a. COACHING WITH OMOZUA (CWO) reserves the rights and competences that legally merit COACHING WITH OMOZUA (CWO) under copyright law, notwithstanding the provisions of these Terms and Conditions.
- b. COACHING WITH OMOZUA (CWO) reserves the right to utilize the increased knowledge due to the execution of the Services for other purposes, insofar no confidential information is brought to a third party.

Article 12 Loan / Lease-Lend

- a. All materials provided by COACHING WITH OMOZUA (CWO) are solely meant for use during the agreed upon Services and will at all times remain the intellectual property of COACHING WITH OMOZUA (CWO), unless otherwise agreed upon in writing.
- b. It is not allowed to multiply, pawn, or provide any of these materials to a third party for inspection or to distribute the material in any other way without explicit permission from COACHING WITH OMOZUA (CWO).
- c. The Client will treat all materials respectfully and will return everything to COACHING WITH OMOZUA (CWO) no later than 7 days after the completion of the Service and without any and all damages.
- d. If materials are confiscated by a third party, the Client must notify COACHING WITH OMOZUA (CWO) of this as soon as possible. In this case, the materials will still remain the (intellectual) property of COACHING WITH OMOZUA (CWO).
- e. In case of damage due to late returns, careless use/storage or confiscation by a third party, COACHING WITH OMOZUA (CWO) has the right to take appropriate action. The costs of those actions will be recovered from the Client.

Article 13 Disclaimers

- a. The Client indemnifies COACHING WITH OMOZUA (CWO) of any and all liability by a third party in regard to the rights of intellectual property on materials or data that have been distributed or lease-lent in order to be used in the execution of the Agreement.
- b. If the Client provides COACHING WITH OMOZUA (CWO) with any data carriers, electronic files or software etc., the Client guarantees that said data carriers, electronic files or software is free of any and all viruses and defects.

Article 14 Complaints Procedure

- a. Complaints about the Services by COACHING WITH OMOZUA (CWO) need to be reported in writing to COACHING WITH OMOZUA (CWO) as soon as possible yet within 14 days of the completion of the Agreement or the discovery of the failure.
- b. COACHING WITH OMOZUA (CWO) has to be enabled to deal with the complaint accordingly and to mend it if necessary.

- c. If the complaint is deemed legitimate, COACHING WITH OMOZUA (CWO) will continue to provide the Services agreed upon in the Agreement, unless this has become impossible or demonstrably futile. The latter has to be expressed in writing by the Client.
- d. If the yet completion of the agreed upon Services is no longer possible or meaningful, COACHING WITH OMOZUA (CWO) will only be liable within the limits of article 8.

Article 15 Disputes

- a. If a dispute between the Client and COACHING WITH OMOZUA (CWO) arises due to or in response to the Agreement or a complaint, both parties will do their utmost effort to solve the dispute in mutual Agreement.
- b. If the dispute cannot be solved in mutual Agreement, both parties are entitled to present the dispute to authorized Luxembourg civil court only.
- c. Luxembourg law, with exclusion of any and all other laws, is applicable to all Quotations and Agreements of COACHING WITH OMOZUA (CWO), as well as these Terms and Conditions.

Edited in Luxembourg by COACHING WITH OMOZUA (CWO), 2019