

General Business Terms

Introduction

These General Business Terms, together with the specific terms described below, apply to all tasks that will be agreed between KMP+ House of Mentoring ApS (hereinafter KMP+) and the Customer.

To the extent the Customer is given access to the Mentor+Universe™ and/or accreditation courses, special continuously updated terms apply for these Tasks over and above these General Business Terms, which are supplementary to these special terms when the specific issue is not covered by the special terms.

Other terms than those described herein apply only if they are presented in a written agreement and signed by both parties.

In the event of discrepancies between any written agreement signed by both parties and KMP+'s General Business Terms and special terms, the signed written agreement shall prevail.

Description of the Task

Task description, contents, time schedule and price will be stated in a written agreement (hereinafter "the Agreement") to which these terms are a supplement. Modifications must be agreed in writing.

The Consultant/Consultants

The task is primarily to be performed by the consultant(s) initially agreed with the Customer. KMP+ is entitled to assign subcontractors. Additionally, if necessary, KMP+ is entitled to assign other consultants to perform the task upon prior notification of the Customer.

Confidentiality

The employees/business partners/subcontractors of KMP+ may not disclose any confidential information regarding the Customer and the Customer's employees. This duty of confidentiality shall be maintained after completion of the task.

If the performance of a task leads to results of common interest, KMP+ may publish these results unless otherwise agreed with the Customer in advance. KMP+ reserves the right to

publish the name of the Customer and a short description of the performed tasks on KMP+'s websites and in other marketing materials of KMP+, unless otherwise agreed in writing with the Customer in advance.

Rights

The rights to any material developed in co-operation with the Customer in such a way that the Customer's contribution represents the major resource, and is of material importance to the professional and creative development of the material, belong to both the Customer and KMP+, and may be used freely by the parties. However, if KMP+ uses the material, this must be made anonymous as regards to Customer information.

Apart from the above paragraph, KMP+ owns all rights, including know-how and all intellectual property rights to the developed material and performed work. The Customer does, however, possess a right of use as implied or agreed in writing. KMP+ must be loyally quoted in any use of these materials.

Fees and Invoicing

The price for each task is agreed before the start of the task and stated in the Agreement. In general, the Customer will receive an invoice after the agreed task is completed. However, access to the Mentor+Universe™, participation in open courses and events, as well as purchasing of materials without the purchase of related consulting tasks, are invoiced upon receipt of purchase order/registration.

Payment terms are net cash 14 days from invoice date, unless otherwise stated in the Agreement. All prices are excl. VAT, and 25% VAT will be added to the invoice according to current rules and regulations.

If the Customer wishes to receive the invoice by ordinary mail, KMP+ will add postage/an administration fee of DKK 100,00 excl. VAT to the invoice.

All prices are excl. travel expenses, accommodation, meals, production/copying of materials and other external expenses. Such

expenses are invoiced to the Customer after completion of the task. KMP+ is, however, always entitled to invoice the expenses with a payment deadline corresponding to KMP+'s deadline with its subcontractors/business partners.

In case of any breach of payment terms, the default interest is calculated according to the Danish Interest Act. In addition, a compensation fee of DKK 310 is imposed, as well as DKK 100 for each reminder sent to the Customer.

Changes and cancellations

All changes, cancellations and postponements made by the customer of deadlines/seminar dates may take place without costs for the Customer with a minimum of 6 weeks' notice. However, KMP+ is entitled to invoice the Customer for already performed work and costs actually incurred including not yet paid costs that cannot be cancelled without any expenses for KMP+.

If the change/cancellation/postponement is notified less than 6 weeks (42 calendar days) before an agreed deadline/date, the Customer will be invoiced as follows, unless the change/cancellation/postponement is agreed separately with KMP+:

- Changes/cancellations/postponements notified between 6-2 weeks (from 42 calendar days before until 15 calendar days before) before an agreed deadline/date, will be invoiced at 50% of the agreed fee.
- Changes/cancellations/postponements notified less than 2 weeks (less than 15 calendar days) before an agreed deadline/date, will be invoiced at 100% of the agreed fee.

The amounts paid in accordance with this Clause will not be refunded if the project continues at a later date.

All changes, cancellations and postponements must be notified to KMP+ in writing.

Complaints and Breach of Contract

If the Customer is not satisfied with the completed task, they must make a specified complaint in writing without undue delay, and no later than 30 days after completion of the task or delivery of material with which the Customer is not satisfied.

In case of any breach, KMP+ is entitled to offer remedy or replacement delivery. In case of material breach, the Customer may terminate the Agreement unless KMP+ remedies the shortcoming or deficiency within 14 days of receiving the written claim from the Customer. The Customer is, however, not entitled to damages or other financial compensation except in the case of gross negligence on the part of KMP+. The amount of the Customer's claim for damages or other financial compensation in case of gross negligence can never exceed the amount of the total contract, and the Customer is only entitled to the claim when the claim is covered by the professional indemnity insurance held by KMP+ and when the amount of the claim exceeds the deductible of this insurance.

The Customer is not entitled to advance any claims against KMP+ for delay or non-performance of a signed agreement if such delay or non-performance is due to extraordinary circumstances of which KMP+ has no control and which KMP+ could not and should not have predicted at the time of the making of the Agreement.

Return of materials

Upon expiration of the Agreement, KMP+ shall upon the Customer's request return all materials received from the Customer. If this is particularly time-consuming, KMP+ may charge a reasonable fee.

KMP+ is in any case entitled to keep a copy of the received materials.

Disputes

Any dispute between KMP+ and the Customer shall be settled in accordance with Danish law by the Court of Lyngby.

Privacy Policy

KMP+ refers to our privacy policy, which is available on our website:

www.house-of-mentoring.com

These General Business Terms have been revised as of May 2023.