

MEDITATION POPUP GENERAL TERMS AND CONDITIONS

1. GENERAL

1.1 These are the general terms and conditions of Meditation PopUp. They include the following terminology in both singular and plural form, which shall be defined as follows:

General terms and conditions: the present general terms and conditions.

Services: the activities performed by Meditation PopUp for the Principal and in view of the commission contract, including the availability of trainer(s) and/or coach(es), offering mindfulness meditation training and/or workshops, offering coaching and/or a series of coaching sessions.

Location: the location stated in the Agreement, where the intended Service is or will be provided by Meditation PopUp.

Additional work: activities performed by Meditation PopUp for the Principal that are outside the content and/or scope of the initial activities and/or performance as agreed upon in the Agreement and/or involving modifications thereto.

Meditation PopUp: Meditation PopUp VOF registered in the Trade Register of the Chamber of Commerce under number 72792817.

Parties: Meditation PopUp and the Principal.

Principal: the natural person or legal person that assigns Meditation PopUp to the provision of Services.

Agreement: the agreement between Meditation PopUp and the Principal for performing one or several Services.

Time: the date and/or time agreed upon in the Agreement, during which the intended Service is or will be provided by Meditation PopUp.

Quotation: the written quotation provided to the Principal by Meditation PopUp for the provision of Services.

Website: the website www.meditationpopup.com.

2. SCOPE

2.1. These General Terms and Conditions apply to all legal relationships between Meditation PopUp and the Principal, including the Proposal and the Agreement and all offers, quotations, assignments, legal relationships and other agreements, whereby Meditation PopUp offers or undertakes/will undertake to provide Services to the Principal.

2.2. Deviations from and additions to the General Terms and Conditions and/or the Agreement are only valid if these have been explicitly confirmed in writing by Meditation PopUp.

2.3. If a provision from the General Terms and Conditions is invalid or destroyed, that will not affect the applicability of the other provisions of the General Terms and Conditions.

2.4. Meditation PopUp hereby expressly rejects the applicability of any general (procurement) terms of the Principal.

2.5. The General Terms and Conditions can be unilaterally amended by Meditation PopUp at any time. Such amended General Terms and Conditions apply to all Services supplied by Meditation PopUp after the Principal has been given the opportunity to take cognizance of the amended General Terms and Conditions for a period of at least 7 days.

2.6. The General Terms and Conditions are submitted at the requester's first request and are also available at the Website where they can be consulted at any time.

3. REALISATION OF THE AGREEMENT

3.1. The Agreement is concluded as soon as a Proposal is explicitly accepted by the Principal (including (online) acceptance and/or by email and/or by letter and/or verbally) or implicitly. The Proposal is also accepted by the Principal by accepting or purchasing the Service(s) in whole or in part or because Meditation PopUp has begun providing the Services.

3.2. The Principal can request that Meditation PopUp submits the Agreement to the Principal.

3.3. Any apparent mistakes or apparent errors in the Proposal or Agreement do not bind Meditation PopUp.

3.4. All Agreement(s) concluded by the Principal are binding and cannot be withdrawn by the Principal.

3.5. All offers, quotations and Proposals by Meditation PopUp, whether these were made via its website, by special offer, in price lists, trade journals, personnel statements or otherwise, are without obligation and can be withdrawn by Meditation PopUp at any time.

4. IMPLEMENTATION OF THE AGREEMENT

4.1. Meditation PopUp determines the way in which and the person(s) by whom the Services are performed. Meditation PopUp is authorised to replace the person(s) by (an)other person(s) with equal or comparable expertise at all times. All assignments to Meditation PopUp are only accepted and carried out by Meditation PopUp. Articles 7:404 of the Dutch Civil Code, 7:407 (2) of the Dutch Civil Code and 7:409 of the Dutch Civil Code do not apply.

4.2. The person(s) made available to the Principal by Meditation PopUp perform the Services under the joint direction and supervision of the Principal and Meditation PopUp.

4.3. The Principal commits to timely provision of all information and all resources that are necessary or can be reasonably deemed necessary for the proper provision of the agreed Services.

4.4. The Principal is not authorised to modify the Location and/or Time of the Services except in case of prior written consent by Meditation PopUp. Meditation PopUp may add additional conditions to such prior written consent including modification of the compensation(s) and/or cost(s) payable by the Principal.

4.5. The Principal is responsible for timely presence of the Principal (and/or its participants) at the Location and Time. If Meditation PopUp cannot perform the aforementioned Services in full or in part due to the Principal's (and/or its participants') absence, Meditation PopUp reserves the right to charge the Principal for the Services directly and in full.

4.6. Meditation PopUp reserves the exclusive authority to determine whether Additional work has been performed and/or whether the requested services and/or performance are covered by the Agreement. If Meditation PopUp performs Additional work as per the Principal's request or with prior consent, Meditation PopUp reserves the right to charge the Principal for the Additional work based on the rates and amounts applied by Meditation PopUp at the time of performing the Additional works.

4.7 Meditation PopUp will commit to performing the aforementioned Services to the best of its knowledge and in accordance with best practices and in accordance with the written agreements as much as possible. Meditation PopUp's obligations shall be considered best effort obligations. Meditation PopUp cannot guarantee the achievement of intended results.

5. PRICE AND PAYMENT

5.1. The Principal owes the compensations and costs per Service to Meditation PopUp as agreed in the Agreement. The compensations and costs are charged per month, per quarter, per year, per period, upon commencement or after completion and/or delivery of the Service. Meditation PopUp will submit an invoice to the Principal stating all compensations and costs due.

5.2. All compensations and costs due to Meditation PopUp are payable in euro, excluding VAT and other legal charges unless expressly stated otherwise.

5.3. In case of periodic compensation, Meditation PopUp is authorised to modify these compensations from time to time.

5.4. Payment by the Principal of the compensations and costs due to Meditation PopUp, shall proceed within 14 days of the invoice date, without the Principal having the right to any deductions, discounts or settlements, unless otherwise specified in the Agreement.

5.5. If the Principal fails to pay within the term stipulated in paragraph 5.4, Meditation PopUp reserves the right to charge legal interest starting on the due date, without prior notice and without prejudice to the other rights of Meditation PopUp, until all compensation has been paid to Meditation PopUp. In case of a trade agreement pursuant to article 6:119a of the Dutch Civil Code, a contractual interest of 3% per month or a pro rata portion of a month applies instead of the legal interest rate.

5.6. All reasonably incurred judicial and extrajudicial (collection) costs incurred by Meditation PopUp as a result of the Principal's non-compliance with its payment obligations will be borne by the Principal. In the case of a trade agreement pursuant to Section 6:119a of the Dutch Civil Code, the aforementioned costs amount to at least 15% of the invoice amount (with a minimum of EUR 250) and EUR 30 in administration costs.

5.7. If Meditation PopUp deems the financial position or payment behaviour of the Principal to constitute just cause as such, Meditation PopUp is entitled to demand that the Principal pay in whole or in part in advance and/or provide (additional) security in a form to be determined by Meditation PopUp. If the Principal fails to make the advance payment and/or provide the required security, Meditation PopUp is entitled, without prejudice to its other rights, to immediately suspend further execution of the Agreement and all that which the Principal owes to Meditation PopUp for whatever reason is claimable immediately.

6. LIABILITY

6.1. Meditation PopUp cannot be held liable for indirect damage, including but not limited to consequential damage.

6.2. Insofar as liability cannot be excluded by Meditation PopUp, the damage for an event, whereby a series of consecutive events counts as a single event, is limited under all circumstances to the amount that is paid by the liability insurance of Meditation PopUp with respect to the associated event. If the insurance does not pay any compensation, the damage is always limited to the compensation paid by the Principal to Meditation PopUp during the twelve months prior to the moment that gave rise to the cause of the damage, with a maximum of EUR 8,000 (eight thousand euros). If and insofar as Meditation PopUp is liable without prejudice to the aforementioned, such liability for one or several event(s) covered by the Agreement will never exceed the amount stated in the previous sentence.

6.3. Meditation PopUp is not liable for damage in case of force majeure. Force majeure includes but is not limited to illness and/or involuntary absence of employees or persons hired by Meditation PopUp, shortcomings of third parties hired by Meditation PopUp, strike, government measures, (temporary) inaccessibility of the Location, network attacks including DOS or DDos attacks, absence or failure of provisions at the Location, interruptions or faults in electricity, internet and/or telecom facilities and fire and other calamities.

6.4. Insofar as not stipulated otherwise in the Agreement or General Terms and Conditions, claims rights and other authorisations of the Principal towards Meditation PopUp lapse, whatever their nature may be, in any case one (1) year after the moment where the Principal became aware or could have been reasonably expected to become aware of these rights and authorities.

7. (INTERMEDIATE) TERMINATION OF THE AGREEMENT

7.1. Meditation PopUp may terminate (cancel) the Agreement up to no less than one week prior to the Time of the associated Service(s) in full (all Services) or in part (one or several Services) by means of a written declaration and/or (telephone) statement to the Principal, unless Principal and Meditation PopUp have agreed differently in the Agreement.

7.2. The Principal may terminate (cancel) the Agreement in full (all Services) or in part (one or several Services), provided that the Principal pays to Meditation PopUp at least the following:

7.2.1. if the Agreement is cancelled between 0 and 10 weekdays prior to the Time of the Service(s): 100% of the invoice amount for the associated cancelled Service(s); and/or

7.2.2. if the Agreement is cancelled between the conclusion of the Agreement and 10 weekdays prior to the Time of the Service(s): 50% of the invoice amount for the associated Service(s).

7.3. Cancellation by the Principal as intended in this article only affects Meditation PopUp insofar as Meditation PopUp is notified of the cancellation by written statement referencing the associated cancellation authority. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply.

7.4. If the Principal cancels the Agreement in part, Meditation PopUp is entitled to qualify this cancellation as a cancellation of all Services under the Agreement, if Meditation PopUp cannot be reasonably required to continue providing the Services that have not been cancelled.

7.5. In case of force majeure as intended in article 6.3., Meditation PopUp may terminate the Agreement on its own accord or per the Principal's request, with respect to the not yet completed portion of the Agreement, by written statement and reimbursement to the Principal of the already paid amounts for the part of the Agreement that has not yet been performed.

7.6. Insofar as not stipulated otherwise in these General Terms and Conditions or the Agreement, a Party has the power to terminate the Agreement (i) only if the other Party is culpably in breach of an essential obligation under the Agreement and the other Party is in default in this respect (as referred to in Article 6:81 of the Dutch Civil Code, (ii) if the other Party is unable to pay its debts and/or is in a condition of having ceased to pay, (iii) if a liquidator or administrator has been appointed; (iv) if the other Party proceeds to restructure its debt. Termination of the Agreement takes place by means of a written declaration of termination to the other Party.

7.7. Meditation PopUp reserves the right, upon termination of the agreement based on articles 7.1 through 7.6, to claim invoice payment for the already performed Services and any mutually agreed upon future Services.

7.8. Without prejudice to Meditation PopUp's right to claim invoice payment, the Principal is required to compensate all damages and costs suffered by Meditation PopUp as a result of termination of the Agreement by the Principal. Such damages and costs shall include, but not be limited to, all costs, investments, commitments and loss of availability incurred by Meditation PopUp in view of the Services.

7.9 All rights and obligations resulting from the Agreement that are intended to remain in effect after termination of the Agreement, will remain in full effect between Meditation PopUp and the Principal after termination. If the force majeure is maintained for more than a month, both parties reserve the right to terminate the Agreement without judicial intervention. In such cases, Meditation PopUp will proceed to reimburse any paid amounts, reduced by all the costs incurred by Meditation PopUp in view of the Agreement.

8. NON-SOLICITATION CLAUSE

During the term of the Agreement and for a period of twelve (12) months thereafter, the Principal shall refrain from hiring or approaching any person employed by/for or associated with Meditation PopUp for direct or indirect employment with the Principal, to perform work either directly or indirectly for the benefit of the Principal, whether employed or not. In the event of a violation of this provision, the Principal will owe an immediately due and payable fine of EUR 50,000 per violation, without prejudice to Meditation PopUp's right to claim its actual damage in addition to such amount if applicable.

9. OTHER PROVISIONS

9.1. Meditation PopUp reserves the right to suspend its obligations at all times until the Principal has paid all claims due and/or until the force majeure as intended in article 6.3 has come to an end.

9.2. The Principal is not allowed to multiply, publish and/or exploit, in the broadest sense of the word, services or products that contain Meditation PopUp's intellectual property, services or products that include intellectual property rights that Meditation PopUp has obtained user rights to, including but not limited to images and logos, trade and brand names, working methods, recommendations, (model)documents and other products that belong to Meditation PopUp.

9.3. The Parties guarantee that all information received from the other Party before and after entering into the Agreement will remain confidential. Information will in any case be regarded as confidential if it is indicated as such by one of the Parties.

9.4. The Parties will mutually refrain from (making and/or instigating) negative statements on (social) media (platforms) that are or may be harmful to (the reputation of) the Parties or one of the Parties in any way.

9.5. Meditation PopUp reserves all rights and authorisations it is entitled to based on Copyright legislation.

9.6. By agreeing to these General Terms and Conditions, the Principal accepts that Meditation PopUp will make video productions and photos that relate to the Services it provides. This imagery will be used by Meditation PopUp for marketing purposes. All goods delivered by Meditation PopUp, including the photos and video productions, remain the property of Meditation PopUp and are intended solely for use by the Principal in the context of the Services. The aforementioned data may not be reproduced, published, exploited or transferred to third parties by the Principal without the express prior consent of Meditation PopUp.

9.7 The Principal guarantees that no rights of third parties oppose making Meditation PopUp privy to data. The Principal shall indemnify Meditation PopUp against any action based on the claim that such provision, use, processing, installation or incorporation infringes on any third-party right.

9.8. If these General Terms and Conditions were drafted in multiple languages and a difference of opinion exists with respect to the content or meaning of these versions, the Dutch version shall take precedent at all times.

10. APPLICABLE LAW AND COMPETENT COURT

10.1. Dutch law applies to all legal relationships between the Principal and Meditation PopUp.

10.2. All disputes related to legal relationships between the Principal and Meditation PopUp are subject to the exclusive authority of the competent court in Amsterdam.

11. MEDITATION POPUP IDENTITY

11.1. Meditation PopUp VOF is located at Buyspad 54, (1051 MB) in Amsterdam, registered under Chamber of Commerce number 72792817. Its VAT identification number is NL859238623B01.

11. 2. You can reach Meditation PopUp via the following email address: mail@meditationpopup.com, or via the website: www.meditationpopup.com, or via telephone number 06-83236223.