

TERM AND CONDITIONS

Article 1. Definitions

- 1.1. Phenomenal M: the LLC Phenomenal M, established in London and registered as a company under number OC444015.
- 1.2. Client: the natural person or legal entity that has entered into an agreement with Phenomenal M.
- 1.3. Under “general terms and conditions” is understood: the entirety of the provisions as included in this document.
- 1.4. Services: all services that Phenomenal M will perform for the client. The services of Phenomenal M are aimed at strengthening personal leadership and realizing business and personal growth. This is done, among others, through coaching, online trainings, meditations, visualizations and manifestation bundles, group coaching, masterclasses and an online membership.
- 1.5. Agreement: the agreement between Phenomenal M and the client on the basis of which Phenomenal M will perform the services.
- 1.6. Information: all data that the client provides to Phenomenal M.
- 1.7. Written: email and digital messages such as WhatsApp.
- 1.8. Confidential information: all financial, business and personal data that are provided, entered, stored and processed by the client and/or Phenomenal M.
- 1.9. Website: www.phenomenalm.com

Article 2. Applicability of these General Terms and Conditions

- 2.1. These general terms and conditions apply to all offers made by Phenomenal M, quotations issued, agreements concluded, services performed, other actions carried out and invoices, unless otherwise agreed in writing.
- 2.2. By agreeing via email, accepting a quotation online and/or placing an order via the website or a payment page, and thereby explicitly giving consent, the client declares that the client has taken note of these general terms and

- conditions and agrees with their content, including the provisions on the right of withdrawal set out in Article 4.
- 2.3. If there are differences between provisions in these general terms and conditions and provisions in a signed agreement, the provisions of the agreement shall prevail over the provisions in these general terms and conditions.
- 2.4. These general terms and conditions also apply to actions and/or work performed by third parties engaged by Phenomenal M for the performance of work under this agreement.
- 2.5. The applicability of the general terms and/or purchasing conditions of the business client is expressly rejected. Other terms therefore do not apply to the concluded agreement.
- 2.6. Phenomenal M may always amend the general terms and conditions, also for existing agreements.
- 2.7. If Phenomenal M amends the general terms and conditions, Phenomenal M will inform the client thereof by email.
- 2.8. In the event of an amendment to the general terms and conditions, the client may terminate the agreement from the moment the new general terms and conditions become valid, or up to a maximum of 7 days after the new general terms and conditions have taken effect.
- 2.9. Phenomenal M and the client will, in consultation, draw up a new provision to replace the provision declared invalid. In doing so, the purpose and intent of the invalid provision must be kept in mind.

Article 3. Offer

- 3.1. If an offer by Phenomenal M has a limited period of validity, this will be clearly stated in the offer, on the website, payment page and/or on social media. If no period is stated, the offer is valid until 14 days after the date on which the offer was made. If the client does not accept the offer within

those 14 days, the offer shall lapse. The offer is also subject to availability.

3.2. As long as the client has not accepted the offer within the stated period, Phenomenal M may withdraw or amend the offer and the associated rates.

3.3. Phenomenal M states in the offer which service, trajectory, program or online product is offered at the agreed rate.

3.4. If it appears that the client has provided incorrect and/or incomplete information when submitting the request, Phenomenal M may adjust the rates and additional conditions.

3.5. The offer and/or a special promotion does not automatically apply to follow-up assignments.

3.6. The offer contains a complete description of the services offered; the description is sufficiently detailed to enable the client to properly assess the offer.

3.7. Phenomenal M may charge the client a deposit in the amount of the first installment payment of the agreed rate. The performance of the services, such as, among others, access to a membership and/or other online content, will only commence after the deposit has been paid.

3.8. Phenomenal M may change its rates in the interim. If the rates of agreed services increase after the agreement has been concluded, the client may cancel the agreement as of the date the price increase takes effect. Price increases due to statutory regulations or provisions are excluded.

3.9. Everything delivered to the client outside the offer is considered additional work and will be charged as such.

3.10. Phenomenal M cannot be held to the offer if the client could reasonably have understood that the offer, or part thereof, contained an obvious mistake, clerical error or typographical error.

3.11. If the offer relates to digital content, digital services, an online program, online learning environment, membership, community, masterclass, challenge, webinar or other online product, Phenomenal M clearly states whether a right of withdrawal applies, when the withdrawal period starts and under which conditions the right of withdrawal may be excluded.

Article 4. Agreement, Additional Work, Right of Withdrawal, Termination, Cancellation and Amendments

4.1. The agreement is concluded from the moment the client sends acceptance of the offer to Phenomenal M by email or places an order via the website or payment page.

Amendments to concluded agreements can only be made in writing and are only valid when they have been accepted by Phenomenal M and the client.

4.2. After the agreement has been concluded, Phenomenal M will start the activities within the agreed period and/or grant access to the online content. If the client has accepted the offer electronically, Phenomenal M confirms acceptance of the offer. As long as Phenomenal M has not confirmed acceptance, the client may terminate the agreement free of charge.

4.3. Phenomenal M may have certain activities performed by third parties or have itself supported without having to inform the client in advance.

4.4. If, due to unforeseen circumstances that were not yet known at the time of drawing up the offer, Phenomenal M must perform more work than agreed in the offer, Phenomenal M may charge the resulting additional costs to the client as additional work.

4.5. This Article applies only insofar as the client is a natural person not acting in the course of a profession or business. If such a client concludes a distance agreement, the client has the right to withdraw from the agreement within 14 days without giving any reason, unless a statutory exception applies. For services, digital services, online programs and memberships, the withdrawal period starts on the day after the agreement has been concluded.

4.6. The client may exercise the right of withdrawal by informing Phenomenal M within the withdrawal period in writing. The client may use the model withdrawal form for this purpose, but is not obliged to do so. If the agreement has been concluded via the website, payment page, online learning environment or another online environment of Phenomenal M, the client may also withdraw from the agreement through the online withdrawal function on the website. Phenomenal M will confirm receipt of the withdrawal as soon as possible in writing.

4.7. If the client exercises the right of withdrawal, Phenomenal M will refund all payments received from the client within 14 days after receipt of the withdrawal, except insofar as the client has already made use of services, digital services, digital content, online content, an online program or a membership for which a payment obligation has arisen under these general terms and conditions.

4.8. The client may request Phenomenal M to start performing services or digital services during the withdrawal period, such as coaching, group coaching, an online program, online training, online community, online learning environment or membership. If the client withdraws during the withdrawal period after performance has started at the client's request, the client owes a proportionate fee for the part of the services or digital services already performed or supplied at the time of withdrawal.

4.9. For digital content that is not supplied on a tangible medium, such as online trainings, online programs, e-books, meditations, visualizations, manifestation bundles, recordings, downloads, workbooks, templates, challenges, masterclasses and other online materials, the right of withdrawal may be excluded. This is only possible if the client has expressly agreed in advance to delivery during the withdrawal period, has acknowledged that the right of withdrawal will be lost as a result and Phenomenal M has confirmed this consent. This may be done by ticking a checkbox during checkout. From that moment, the client can no longer withdraw from the purchase of that digital content.

4.10. For digital services, such as access to an online learning environment, online community, online program, group coaching environment or membership, the client may owe a proportionate fee upon withdrawal for the part already supplied, unless the right of withdrawal has been validly excluded.

4.11. For participation in an online webinar, masterclass, challenge, live session, group session or other event that takes place on a specific date or during a specific period, no right of withdrawal applies. Refund of a ticket, participation

fee or access fee is therefore not possible, unless otherwise agreed in writing or unless Phenomenal M cancels the event.

4.12. If the client wishes to terminate an agreement outside the withdrawal period, the client remains obliged to pay for the services already performed, access already granted, parts already used and costs already incurred on a pro rata basis. This does not apply insofar as mandatory consumer law provides otherwise.

4.13. The offer accepted by the client, any agreement concluded and these general terms and conditions together form the complete representation of the rights and obligations of both parties and replace all prior written and oral agreements.

4.14. If changes occur with regard to the circumstances on which Phenomenal M based itself when making the offer, Phenomenal M is entitled to amend the execution of the agreement and/or adjust the rates.

Article 5. Execution of the Agreement

5.1. Each agreement between Phenomenal M and the client is a best-efforts obligation, whereby Phenomenal M will perform its obligations to the best of its ability and insight, with due care and craftsmanship.

However, Phenomenal M cannot be held responsible if the result of the activities does not meet the client's expectations and/or the result the client intended.

5.2. Phenomenal M ensures that (confidential) information that the client provides to Phenomenal M is secured in such a way that this data is not available to unauthorized persons.

5.3. Phenomenal M is entitled, for promotional purposes, for example for references, to publish the client's data on the website and/or social media channels.

5.4. The client is obliged to make all information necessary for the performance of the activities, such as personal and company data and information about or relating to the activities to be performed and relevant information requested by Phenomenal M, available to Phenomenal M in a timely manner. The client is responsible for the accuracy, completeness and reliability of this data, also if it originates from third parties.

5.5. If the client does not make the data referred to in Article 5.4 available to Phenomenal M, or not in time, and the performance of the activities is delayed as a result, the resulting additional costs shall be borne by the client. In addition, Phenomenal M may unilaterally decide to suspend the performance of the activities until the data has been received by Phenomenal M.

5.6. If, due to Phenomenal M, the performance of the services is delayed due to illness or other unforeseen (personal) circumstances, Phenomenal M will inform the client thereof in writing as soon as possible, but always within 24 hours.

5.7. A trajectory or online program can only be paused in consultation with Phenomenal M. If Phenomenal M agrees to pausing a trajectory or online program, a restart date must be determined at the same time.

5.8. During the performance of the services, Phenomenal M may make use of AI as a supportive tool. Phenomenal M

remains responsible for the content and execution of the services. If AI is used, the client's data will not be processed in AI systems, unless this has been expressly agreed with the client or the client has given consent for this.

Article 6. Client Rights and Obligations

6.1. The client must comply with the provisions included in these general terms and conditions.

6.2. The client is obliged to report changes in the data referred to in Article 5.4 to Phenomenal M as soon as possible.

6.3. The client is obliged to report complaints about the services and/or products delivered by Phenomenal M within a reasonable period after discovery of the defect. Phenomenal M strives to respond to the complaint within 5 working days.

6.4. The client is obliged to give Phenomenal M a reasonable period to remedy the complaint and/or the established defect. Submitting a complaint does not suspend the payment obligation.

6.5. One year after delivery of the products and/or services, the client indemnifies Phenomenal M against all legal claims arising from those delivered services and/or products.

6.6. The client must make backup copies of all materials and/or data that the client sends to Phenomenal M for the performance of the activities, such as for example feedback moments if these form part of the activities. In the event of loss of these materials and/or data, Phenomenal M is not liable for the resulting damage.

6.7. If Phenomenal M shares login details with the client, the client is responsible for these details. Phenomenal M is not liable for misuse and/or loss of the login details and may assume that the client is the person who logs in using the login details shared with the client.

6.8. The client may post messages in Phenomenal M's online community. The client is at all times responsible for the content of the messages that are posted. Messages may not contain advertising, unsolicited acquisition, spam, discriminatory, pornographic, insulting or threatening content, or otherwise violate the law and harm other participants. Phenomenal M may always remove this information without stating reasons and, if necessary, immediately remove the client from the group and community. Any refund of paid amounts is excluded.

Article 6.9. Promotion, sales and external groups

6.9.1. The client is not permitted to engage in any promotional, commercial or sales-related activities within any environment of Phenomenal M, including but not limited to the online community, live sessions, chat functions during live sessions, masterclasses and group programs, without the prior written consent of Phenomenal M.

6.9.2. Promotional and commercial activities include, but are not limited to:

1. Sharing links to WhatsApp groups, Facebook groups, Telegram groups or other external communities.

2. Promoting one's own products, services, programs, events or collaborations.
3. Sharing affiliate links, discount links or other sales links.
4. Inviting participants to gather or share information outside the environment of Phenomenal M.

6.9.3. This provision applies to all forms of participation, regardless of whether the offering is free of charge or paid, including webinars, programs, coaching, memberships and live sessions.

6.9.4. Phenomenal M facilitates its own community as a central and safe environment in which participants can share experiences, insights and successes. Within this environment, Phenomenal M is able to safeguard quality, safety, guidance and cohesion. Phenomenal M cannot guarantee these safeguards in external groups.

6.9.5. It is not permitted to actively divert participants from the community or programs of Phenomenal M to external groups, nor to bring together participants from different programs outside the environment of Phenomenal M.

6.9.6. If the client acts in violation of this article, Phenomenal M is entitled, without prior notice, to:

1. Remove messages.
2. Remove the client (temporarily or permanently) from the community, live session or program.
3. Terminate the agreement in whole or in part.

In such cases, any right to a refund of amounts already paid is excluded.

Article 7. Additional provisions: online learning environment, masterclasses, group programs and membership

7.1. As soon as the client has accepted Phenomenal M's offer, a payment obligation arises for the client, even if the client does not follow the entire trajectory or the entire program, subject to the right of withdrawal set out in Article 4.

7.2. The knowledge acquired by the client may not be copied and may only be used for the client's own development.

7.3. In addition to Article 7.2, the client is not permitted, regardless of (full) participation or not, after completion of the trajectory and/or program, to offer or have offered a similar trajectory/program, whether or not with reference to or according to the method of Phenomenal M, unless explicitly agreed otherwise. If Phenomenal M observes that the client has wholly or partially copied the content, it is up to the client to prove that this is not the case, and Article 9 shall apply.

7.4. The client acknowledges that any result may not be immediately visible or measurable and that any results depend on the client's own efforts and the manner in which the client carries out assignments and implements results. Phenomenal M provides no guarantees whatsoever regarding the achievement of any specific result by the client.

7.5. The client has access to the online learning environment and content of Phenomenal M for as long as the product purchased by the client is available. Phenomenal M cannot

give any guarantees regarding the availability of individual products. If Phenomenal M nevertheless decides to remove or relocate material (earlier), Phenomenal M will inform the client thereof three months prior to the relocation or removal, via the most recently known email address of the client. The client is responsible for timely following the content and, if applicable, downloading files if they are available.

7.6. Login details relating to the online community and/or masterclasses may not be shared with third parties. If Phenomenal M observes that, due to the actions of the client, third parties have access to Phenomenal M's restricted content, Phenomenal M is entitled to deny the client access without prior warning. Any refund of paid amounts is excluded.

7.7. Phenomenal M uses software from a third party (supplier) to make content digitally available to the client within the online community. Phenomenal M cannot guarantee that this software will always and everywhere be accessible and accepts no liability for temporary unavailability of the content.

7.8. Phenomenal M may expand, restrict or modify the content within a course, trajectory and the online learning environment in connection with qualitative improvements whenever Phenomenal M deems this necessary.

7.9. If the client pays in installments and fails to make installment payment(s) on time, Phenomenal M may block (suspend) the right to participate in the trajectory/program and access to the online community until payment has been made.

7.10. If access to an online community has been denied, the client will regain access once payment(s) have been made.

7.11. Phenomenal M is at all times permitted to terminate the agreement prematurely if new facts and/or circumstances result in a breach of the relationship of trust. In that case, Phenomenal M will refund the remaining amount of the trajectory to the client, but is never obliged to pay compensation to the client.

7.12. If Phenomenal M is prevented from conducting an agreed session within the trajectory and/or program, a new date will be offered at Phenomenal M's discretion.

7.13. For participation in an online webinar, masterclass, group session, live session or other event that takes place on a specific date or during a specific period, no right of withdrawal applies. Refund of tickets, participation fees or access fees is therefore not possible, unless otherwise agreed in writing or unless Phenomenal M cancels the event.

7.14. If Phenomenal M, due to insufficient registrations, unavailability of Phenomenal M, engaged third parties and/or force majeure as referred to in Article 12, is forced to reschedule a group session, online webinar or masterclass, the client retains the right to attend on the newly determined date. If the client cannot or does not wish to attend on the newly determined date, the client may opt for a refund of the amount paid. The client will receive the paid amount back within 14 days to the bank account used to purchase the ticket.

7.15. Participation by the client in an online group activity cannot be rescheduled or made up in case of absence. Phenomenal M creates a schedule for group activities and

informs the client thereof in a timely manner. If possible, Phenomenal M may share the content and/or recording of a group session with the client. Failure or inability to participate does not lead to a refund of paid amounts or suspension of the payment obligation. If no one is present at a group activity, it will be cancelled. No alternative activity will be provided.

Membership

7.16. Phenomenal M offers a membership for the online learning environment/community and business coaching for a fixed monthly fee. The client can apply for and conclude a subscription via the website.

7.17. The membership is concluded for an indefinite period and is billed on a monthly basis, unless stated otherwise. The membership continues automatically on a month-to-month basis until cancelled by the client.

7.18. The client is entitled to access the online content and membership benefits for as long as the membership remains active and all applicable fees have been paid. Because the membership is billed monthly and may be cancelled at any time, no refunds will be provided for any current or previous billing period. This does not affect the right of withdrawal set out in Article 4.

7.19. The login details provided by Phenomenal M to the client relating to the membership may never be shared with third parties. If Phenomenal M observes that, due to the actions of the client, third parties have access to the membership, Phenomenal M is entitled to deny the client access to the membership without prior warning.

7.20. If the client wishes to cancel the membership, the client must send an email to hello@phenomenalm.com requesting termination of the subscription. The client may also cancel the membership through any cancellation option made available by Phenomenal M in the account environment or online environment. Cancellations via other channels will only be processed if Phenomenal M has confirmed the cancellation in writing or if mandatory law requires this.

Article 8. Payment

8.1. As soon as the offer has been accepted by the client, the obligation to pay the agreed rate also arises.

8.2. Invoices must be paid within 7 calendar days after the invoice date, unless other agreements have been made or a different payment term is stated on the invoice.

8.3. Purchases relating to online content, digital content, digital services, online programs and memberships must be paid immediately, unless otherwise agreed in writing. After payment, the client may receive immediate access to the online content, online learning environment, digital product, digital service or membership. Immediate access during the withdrawal period only affects the right of withdrawal if the conditions set out in Article 4 have been met.

8.4. Phenomenal M offers the client the possibility to pay in previously agreed installments. If installment payment(s) are not made on time, Phenomenal M is entitled to suspend the

activities until the payment arrears have been settled and to immediately deny access to the online program.

8.5. If late payment has occurred three times, Phenomenal M may decide to unilaterally terminate the assignment and/or revoke the option of installment payments, and the remaining amount shall become immediately due and payable in full.

8.6. If the client fails to meet the payment obligation on time, the client is legally in default without any further notice of default being required. If the client is a natural person not acting in the exercise of a profession or business, Phenomenal M will first send a payment reminder free of charge, granting a period of at least 14 days after receipt of that reminder and stating the collection costs that will become due if payment is not made within that period.

8.7. In the event of late payment, the client is obliged, in addition to the amount due increased by statutory (commercial) interest, to fully reimburse both extrajudicial and judicial collection costs, which amount to at least 15% of the invoice amount with a minimum of €150 excl. VAT. In the case of a client who is a natural person not acting in the exercise of a profession or business, the statutory scale for extrajudicial collection costs applies (Besluit vergoeding voor buitengerechtelijke incassokosten).

8.8. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the client, the claims of Phenomenal M become immediately due and payable.

8.9. In addition to Article 8.8, Phenomenal M has the right to terminate or suspend the performance of the activities or the part thereof not yet performed, without notice of default or judicial intervention, without any right to compensation for damage on the part of the client.

8.10. The client may raise objections to invoices sent by Phenomenal M no later than five days after the invoice date by sending an email to finance@phenomenalm.com. Upon receipt of the objection, Phenomenal M will investigate the correctness of the invoice amount. Objections to invoices do not suspend the client's payment obligation.

8.11. If payment is made via direct debit but collection proves impossible, for example due to insufficient funds, an incorrect bank account number provided by the client, or if the client reverses one or more direct debits, the client owes €15 in administration costs per failed direct debit. Administration costs will only be charged insofar as permitted by mandatory law. The client is also obliged to ensure payment of the failed amount within 14 days after the debit attempt.

Article 9. Intellectual property

9.1. All intellectual property rights to all services, products, documentation and/or materials delivered rest with Phenomenal M, unless agreed otherwise. The client is not permitted under any circumstances to reproduce, resell, disclose and/or make available to third parties the delivered services, products, documentation and/or materials, unless otherwise agreed in writing.

9.2. The intellectual property rights to creations of the human mind developed by Phenomenal M are and remain the exclusive property of Phenomenal M, unless the rights are bought out or otherwise agreed.

9.3. Phenomenal M is not responsible for information and/or content shared with or made available to Phenomenal M by the client. If information and/or content provided by the client infringes third-party rights and/or violates applicable laws and regulations, the client indemnifies Phenomenal M against any claims for damages made by third parties as a result of the client's actions.

9.4. Any act in violation of this article is considered an infringement of copyright, entitling Phenomenal M to compensation in the amount of €1,000 per instance of unlawful use, without prejudice to the right to claim additional damages.

Article 10. Duration of the agreement and termination

10.1. The agreement is entered into for a fixed term, unless otherwise stated in the offer or unless the parties have expressly and in writing agreed otherwise.

10.2. The client may not terminate the agreement prematurely, unless this is expressly permitted under these general terms and conditions, agreed in writing or required by mandatory law. The statutory right of withdrawal set out in Article 4 also applies.

10.3. Both parties may terminate the agreement only if the other party fails to fulfil its obligations after proper written notice of default. A reasonable period must in any case be granted to remedy the failure.

10.4. By way of exception to Article 10.3, Phenomenal M may immediately terminate the agreement in whole or in part without notice of default and without judicial intervention by written notification if there is an urgent reason, including but not limited to the following situations:

- suspension of payment has been granted to the client;
- the client has been declared bankrupt;
- there is a suspicion that the client cannot or will not continue to meet payment obligations and/or recurring payment problems;
- the client acts in violation of public order, morality and/or laws and regulations;
- the client infringes the rights of third parties;
- the client acts in violation of an obligation arising from the agreement;
- the client fails to respond to correspondence via email, telephone and/or in writing, whether or not by registered letter, and ignores reasonable guidelines and/or instructions of Phenomenal M;
- there are indications and/or (new) facts and circumstances that Phenomenal M can no longer reasonably perform the activities to the best of its ability, for example due to a breach of trust with the client.

10.5. If the agreement is terminated due to a situation referred to in Article 10.4, Phenomenal M will refund the remaining amount for work not yet performed but will never be obliged to pay compensation to the client.

10.6. If Phenomenal M has already received payments relating to work already performed at the time of termination, such payments will not be refunded retroactively. Amounts invoiced prior to termination remain due and become immediately payable upon termination.

Article 11. Liability

11.1. The client is and remains fully responsible for the execution or application of knowledge, actions and/or advice provided by Phenomenal M during the performance of the activities.

11.2. If Phenomenal M is nevertheless held liable despite Article 11.1, any liability is limited to compensation for direct damage up to a maximum of twice the agreed fee for the relevant activities. In the case of a continuing performance agreement, liability is limited to direct damage up to a maximum of the amount of the last invoice paid by the client.

11.3. The client is only entitled to compensation if the client has notified Phenomenal M of the attributable failure and/or unlawful act by means of a notice of default, granting Phenomenal M a reasonable period to remedy or comply.

Only if Phenomenal M fails to remedy or comply may the client be entitled to compensation. If compliance or remedy is permanently impossible, a notice of default is not required.

11.4. In addition to Article 11.2, Phenomenal M is only liable for direct damage such as reasonable costs to determine the cause and extent of the damage, reasonable costs incurred to remedy the damage, and reasonable costs incurred to prevent or limit damage, insofar as the client can demonstrate that these costs have led to limitation of direct damage as referred to in this article.

11.5. Phenomenal M is not liable for damage arising from the agreement, except where the damage is attributable to intent or gross negligence on the part of Phenomenal M.

11.6. Phenomenal M is never liable for indirect or consequential damage, such as lost savings, lost profit, legal costs, loss of customers, repair costs, damage due to business interruption, or damage arising from loss of the data referred to in Article 5.4 or from reliance on incorrect or incomplete data provided by or on behalf of the client.

11.7. The client indemnifies Phenomenal M against all third-party claims, including costs, that in any way relate to activities performed by Phenomenal M under the agreement.

11.8. No rights or obligations may be derived by the client from the trajectory and/or program, assignments and/or exercises, and all actions by the client are at the client's own expense and risk. Phenomenal M accepts no liability for the manner in which the client applies Phenomenal M's methods in practice.

11.9. Participation in activities organized and/or supervised by Phenomenal M during the program/membership is optional. The client may choose whether or not to participate. Activities that form part of a program/membership cannot be refunded if the client chooses not to participate.

Article 12. Interruption of activities and force majeure

12.1. Phenomenal M is not obliged to perform the activities if performance has become impossible due to force majeure. Force majeure is understood to mean a situation beyond the reasonable control of the parties, such as illness, a pandemic,

accidents, fire, business disruptions and government measures.

12.2. If a situation as referred to in Article 12.1 occurs, or other circumstances arise that temporarily prevent performance, obligations are suspended for as long as the parties cannot fulfil their obligations. In such a situation, the parties will jointly seek a solution. If the force majeure situation lasts longer than 90 days, both parties are entitled to terminate the agreement in writing. Costs incurred and hours worked up to that point become immediately due and payable.

12.3. In performing the activities, Phenomenal M may in some cases depend on the cooperation, services and deliveries of third parties over whom Phenomenal M has no control. Phenomenal M cannot therefore be held liable for damage attributable to a third party with whom Phenomenal M has entered into an agreement.

12.4. In the case of a business agreement, the parties are obliged to reschedule the activities and the payment obligation remains in force.

Article 13. Miscellaneous provisions and applicable law

13.1. If the client includes provisions and/or conditions in the assignment that deviate from or are not included in these terms, such provisions and/or conditions are only binding if Phenomenal M has expressly accepted them in writing.

13.2. Phenomenal M makes every effort to take appropriate technical and organizational measures to protect (personal) data against loss and/or unlawful use by third parties. Reference is also made to the privacy statement.

13.3. The parties are obliged to maintain confidentiality regarding all confidential information obtained in connection with the agreement and the activities. Information is considered confidential if designated as such by the other party or if this follows from reasonableness and fairness.

13.4. If Phenomenal M deviates from the general terms and conditions in favor of the client, the client cannot derive any rights therefrom.

13.5. Rights and obligations arising from the agreement may only be transferred by the client to another party with the prior written consent of Phenomenal M.

13.6. Dutch law applies to all agreements and these general terms and conditions.

13.7. The parties will first attempt to resolve any disputes jointly before resorting to the courts.

13.8. All disputes will be submitted to the competent court in the district in which Phenomenal M is established, unless mandatory law provides otherwise.

13.9. The model withdrawal form is included as an annex to these general terms and conditions and is also provided to the client by email together with the confirmation of the agreement.

Annex: Model withdrawal form

Complete and return this form only if you wish to withdraw from the agreement.

To: Phenomenal M, hello@phenomenalm.com

I hereby give notice that I withdraw from my agreement concerning the following service or digital product:

.....

Ordered on / received on:

Name of client:

Address of client:

.....

Signature of client (only if this form is submitted on paper):

Date:

Use of this form is optional: the client may also withdraw by sending any unambiguous statement to hello@phenomenalm.com.