

GENERAL TERMS AND CONDITIONS

Indivisible / Van Leuven Medical Coaching

Version: October 1, 2026

These General Terms and Conditions apply to the services provided by Indivisible, a sole proprietorship established in Hilversum and registered with the Trade Register of the Dutch Chamber of Commerce under **number 28111460**.

Indivisible also operates under the trade name Van Leuven Medical Coaching.

Where these Terms and Conditions refer to Indivisible, this also includes services provided under the trade name Van Leuven Medical Coaching.

ARTICLE 1. DEFINITIONS

1.1. Indivisible - The sole proprietorship Indivisible, established in Hilversum and registered with the Dutch Chamber of Commerce under number 28111460, also operating under the trade name Van Leuven Medical Coaching.

1.2. Client - The natural person who receives coaching or guidance from Indivisible.

1.3. Contracting Party - The natural person or legal entity that enters into an agreement with Indivisible. The Contracting Party may also be the Client, but this is not necessarily the case.

1.4. Consumer - A Contracting Party who is a natural person and is not acting in the course of a profession or business.

1.5. Business Client - A Contracting Party acting in the course of a profession or business, or a legal entity.

1.6. Services - All professional services agreed upon with Indivisible, including coaching, guidance, advisory services, consultancy, professional sparring, and related activities. The services provided under the trade name Van Leuven Medical Coaching focus in particular on the intersection of a changed medical reality, personal functioning, recovery, work, leadership, and responsibility. These services include, among other things, Executive Medical Coaching, Professional Medical Coaching, intensive sparring sessions, and individual coaching programmes. Indivisible may also carry out independent advisory, consultancy, and other professional assignments that do not relate, or do not relate exclusively, to medical coaching.

1.7. Agreement - The agreement between Indivisible and the Contracting Party under which Indivisible provides Services.

1.8. Offer - A quotation, engagement confirmation, proposal, or other written offer from Indivisible describing the agreed Services and the terms and conditions applicable to them.

1.9. In Writing - By letter, email, or other electronic communication whose content can be stored and consulted at a later date.

1.10. Confidential Information - All personal, medical, business, financial, and other information whose confidential nature has been expressly indicated or follows from the nature of the information itself.

1.11. Website - A website operated by Indivisible or under one of its trade names.

ARTICLE 2. APPLICABILITY

2.1. These General Terms and Conditions apply to all offers, agreements, and services of Indivisible, including services provided under the trade name Van Leuven Medical Coaching, unless otherwise agreed in writing.

2.2. These General Terms and Conditions will be made available to the Contracting Party before or at the time the Agreement is entered into.

2.3. If an individual agreement, quotation, or engagement confirmation deviates from these General Terms and Conditions, the individual written agreement will prevail.

2.4. Any general terms and conditions or purchasing conditions of a Business Client do not apply unless Indivisible has expressly accepted them in writing.

2.5. If any provision of these General Terms and Conditions is void, annulled, or otherwise unenforceable, the remaining provisions will remain in full force and effect. Where necessary, the parties will replace the relevant provision with a valid provision that reflects the purpose and intent of the original provision as closely as possible.

2.6. Indivisible may amend these General Terms and Conditions if there is a reasonable basis for doing so. Material changes affecting ongoing Agreements will be communicated in good time. No amendment will affect any rights a Consumer may have under mandatory law.

ARTICLE 3. NATURE OF THE SERVICES

3.1. The services provided by Indivisible may consist of coaching, guidance, advisory services, consultancy,

professional sparring, or other professional activities as further described in the Offer or engagement confirmation.

3.2. Indivisible will perform the agreed activities with due care and professionalism and to the best of its knowledge and ability.

3.3. Unless expressly agreed otherwise in writing, Indivisible is subject to a best-efforts obligation and does not guarantee any particular result.

3.4. The Contracting Party remains responsible for their own decisions and for the way in which advice, insights, recommendations, or other outcomes of the Services are applied.

Specific provisions for medical coaching and guidance

3.5. Insofar as the engagement relates to Executive Medical Coaching, Professional Medical Coaching, or related guidance, such Services do not constitute medical treatment, psychological treatment, psychotherapy, or any other form of medical or paramedical care.

3.6. In the context of these Services, Indivisible does not make medical or psychological diagnoses, prescribe medication, alter medication, or assume treatment responsibility from a physician, psychologist, or other healthcare professional.

3.7. Within the coaching, matters such as illness, diagnosis, treatment, recovery, physical signals, psychological strain, perceived capacity, and other aspects of the Client's medical reality may be discussed. Such discussions take place from the perspective of coaching and guidance and do not constitute a medical assessment or treatment advice.

3.8. Decisions regarding medical or psychological treatment are made by the Client in consultation with the appropriately qualified healthcare professional.

3.9. Guidance provided by Indivisible may take place alongside medical, psychological, or other professional treatment.

3.10. If Indivisible considers that a request for support falls outside its expertise or professional role, it may advise the Client to contact an appropriate healthcare professional or other specialist.

3.11. Indivisible does not provide medical or mental health crisis care. In the event of an acute medical or mental health emergency, the Client should contact their general practitioner, out-of-hours GP service, treating healthcare professional, or, where necessary, emergency number 112.

ARTICLE 4. OFFER AND FORMATION OF THE AGREEMENT

4.1. Where relevant, the Offer will specify the nature and scope of the Services, the fee, the duration or scope of the engagement, the payment arrangements, and any additional agreements.

4.2. The Services may include, among other things, a single session, an intensive sparring session, a coaching programme for a fixed period, an advisory or consultancy engagement, or another individually agreed assignment.

4.3. Programme names, content, fees, and the manner in which Indivisible offers its Services may change over time. For an Agreement that has already been concluded, the Offer accepted by the Contracting Party will apply.

4.4. Unless otherwise stated in the Offer, an Offer is valid for seven days and is subject to availability.

4.5. The Agreement is concluded once the Contracting Party has accepted the Offer in writing or electronically, unless the Offer provides otherwise.

4.6. Indivisible will not be bound by an obvious mistake, clerical error, or other error in an Offer where the Contracting Party could reasonably have understood that an error had been made.

4.7. Work falling outside the scope of the agreed engagement will be charged separately where this has been agreed. If, during the performance of the engagement, it becomes apparent that additional work is desirable or necessary, the parties will consult with one another as soon as reasonably possible.

ARTICLE 5. CONTRACTING PARTY AND CLIENT IN COACHING AND GUIDANCE

5.1. In coaching or guidance arrangements, the Contracting Party and the Client may be different persons. For example, an employer, company, insurer, or other organisation may act as the Contracting Party or payer, while the coaching is provided to an individual Client.

5.2. Where the Contracting Party and the Client are different persons, the content of the coaching or guidance remains confidential.

5.3. Indivisible will not provide the Contracting Party with information about diagnoses, medical circumstances, personal circumstances, the content of conversations, or other Confidential Information concerning the Client, unless there is a valid legal basis for doing so and, where required, the Client has expressly consented in advance to the disclosure.

5.4. The Contracting Party and the Client may agree in advance on information to be shared at process level, for example regarding the purpose of the engagement, practical arrangements, scheduling, attendance, the start or completion of the programme, and funding.

5.5. Where appropriate, arrangements between Indivisible, the Contracting Party, and the Client may be recorded separately in writing.

5.6. The mere fact that an employer, insurer, or other third party pays for the Services does not entitle that party to substantive information from the coaching or guidance.

ARTICLE 6. PERFORMANCE OF THE SERVICES

6.1. Indivisible will perform the Agreement with due care and professionalism and to the best of its knowledge and ability.

6.2. The Contracting Party and, where applicable, the Client will provide in a timely manner the information that is reasonably necessary for the Services to be performed with due care and, insofar as may reasonably be expected of them, are responsible for the accuracy and completeness of that information.

6.3. In performing an engagement, Indivisible may rely on the accuracy of the information provided by the Contracting Party or the Client, unless there is a clear reason to doubt its accuracy.

6.4. The Contracting Party and the Client remain responsible for their own decisions, choices, and actions arising from the Services.

6.5. Coaching and guidance provided by Van Leuven Medical Coaching will in principle take place online. For advisory, consultancy, and other assignments, the manner in which the Services are performed will depend on the nature of the assignment and the arrangements made in that regard.

6.6. If work on location is agreed, separate arrangements may be made regarding travel time, travel and accommodation expenses, and other related costs.

6.7. If an appointment or agreed activity cannot take place due to illness, force majeure, or other unforeseen circumstances on the part of Indivisible, Indivisible will inform the Contracting Party or Client as soon as possible and, where possible, a new appointment will be scheduled.

6.8. If prepaid Services can definitively no longer be performed by Indivisible, the amount paid for those Services will be refunded or, if agreed, set off against other amounts due.

ARTICLE 7. RESCHEDULING AND CANCELLATION OF APPOINTMENTS

7.1. An individual appointment for coaching, guidance, advisory services, or sparring may be rescheduled or cancelled free of charge up to 24 hours before the scheduled start time, unless different arrangements have been set out in the Offer.

7.2. If an appointment is cancelled or rescheduled within 24 hours of the scheduled start time, or if the client or Contracting Party fails to attend without timely notice, Indivisible may charge the reserved time in full, insofar as this is reasonable in the circumstances and permitted by law.

7.3. In the event of illness, medical circumstances, or other exceptional situations, Indivisible may, at its own discretion, deviate from this policy. Any leniency granted on a previous occasion does not create any entitlement in future situations.

7.4. For advisory, consultancy, or other assignments for which working hours, half-days, full days, or other capacity are reserved in advance, separate cancellation terms may be included in the Offer. Such terms will take precedence over this article.

ARTICLE 8. RIGHT OF WITHDRAWAL FOR CONSUMERS

8.1. Where a Consumer enters into a distance contract and is entitled by law to a right of withdrawal, the Consumer has fourteen days in which to withdraw from the Agreement without giving any reason.

8.2. The withdrawal period begins at the time the Agreement is concluded, unless the law provides otherwise.

8.3. Indivisible will provide the Consumer with the information required by law regarding the right of withdrawal and, where applicable, the model withdrawal form.

8.4. If the Consumer wishes the Services to begin during the withdrawal period, Indivisible may request the Consumer's express consent to this.

8.5. If, following such a request, the Consumer exercises the right of withdrawal during the withdrawal period after the Services have already been partially performed, the Consumer may, in accordance with the applicable legal rules, be required to pay a proportionate amount for the part of the Services already performed.

8.6. Once the Services have been fully performed, the right of withdrawal may only lapse if the applicable legal requirements have been met, including, where required, the Consumer's prior express consent and acknowledgement.

8.7. The Consumer may exercise the right of withdrawal using the method made available by Indivisible for that purpose, as well as by any other method permitted by law.

8.8. The statutory right of withdrawal for consumers does not apply to Business Clients.

ARTICLE 9. DURATION AND EARLY TERMINATION

9.1. The duration and scope of the Agreement will be set out in the Offer or engagement confirmation.

9.2. In the event of early termination by a Consumer, the rights arising under applicable mandatory Dutch law will apply. The Consumer will be required to pay any amounts that may lawfully be charged for Services already

performed and any reasonable costs already incurred.

9.3. Separate arrangements may be agreed with a Business Client regarding the early termination of a fixed-term engagement.

9.4. If no separate arrangement regarding early termination has been agreed with a Business Client, the Business Client will in any event be required to pay for Services already performed and costs already incurred. In addition, insofar as permitted by law and reasonable in the circumstances, Indivisible may take into account demonstrably reserved capacity and costs arising directly from the early termination.

9.5. Indivisible may terminate the Agreement before its agreed end date if:

- the relationship of trust has deteriorated to such an extent that continuation cannot reasonably be expected, or a safe or professional working or coaching relationship is no longer possible;
- the Contracting Party or Client materially or repeatedly fails to comply with agreed arrangements;
- there is an ongoing payment default;
- the engagement falls outside Indivisible's professional role or expertise;
- other compelling circumstances make continuation reasonably impossible.

9.6. If Indivisible terminates the Agreement, any amount paid in advance for Services not yet provided will be refunded on a pro rata basis, unless another form of set-off is permitted by law.

9.7. In the case of coaching or guidance, Indivisible may, where appropriate, advise the Client to continue the support elsewhere.

ARTICLE 10. FEES AND PAYMENT

10.1. The fees and payment arrangements will be set out in the offer or engagement confirmation.

10.2. Fees for Business Clients are stated exclusive of VAT unless otherwise indicated. Consumers will be provided with price information in accordance with the applicable legal requirements.

10.3. Indivisible may require a session, programme, advisory engagement, or other assignment to be paid for in full or in part in advance.

10.4. Invoices must be paid within fourteen calendar days of the invoice date, unless a different payment term has been agreed in writing.

10.5. If payment by instalments has been agreed and a payment is not made, Indivisible may, insofar as permitted by law, suspend further Services until the outstanding amount has been paid.

10.6. In the event of late payment by a Consumer, Indivisible will only charge statutory interest and extrajudicial collection costs after the applicable legal requirements have been met, including, where required, the sending of a payment reminder free of charge allowing the statutory payment period.

10.7. A business client that fails to pay on time may be liable for statutory commercial interest and reasonable extrajudicial collection costs in accordance with the law and any agreements made in that regard.

10.8. An objection to an invoice does not automatically suspend the payment obligation. If a substantial part of an invoice is disputed on stated grounds, the parties will consult with one another as soon as reasonably possible.

ARTICLE 11. CONTACT BETWEEN COACHING OR GUIDANCE SESSIONS

11.1. Where contact between sessions forms part of the agreed coaching or guidance, the Client may contact Indivisible by email or through an agreed digital communication channel.

11.2. Contact between sessions is generally intended for brief questions, practical coordination, or limited substantive discussion. More extensive coaching takes place during the scheduled sessions, unless otherwise agreed.

11.3. Indivisible aims to respond to messages on working days within a reasonable period of time. Contact between sessions does not imply continuous or immediate availability.

11.4. Contact between sessions is not a crisis service, and Indivisible does not provide medical or mental health crisis care by email or messaging.

11.5. If a specific programme or individual engagement includes more extensive support between sessions, separate arrangements will be made for this.

ARTICLE 12. CONFIDENTIALITY AND PERSONAL DATA

12.1. Indivisible will handle personal, business, and other Confidential Information shared in connection with the Services with due care and confidentiality.

12.2. Indivisible processes personal data in accordance with applicable privacy legislation and its Privacy Policy.

12.3. Due to the nature of coaching and guidance, health data and other special categories of personal data may be processed. The additional requirements of applicable privacy legislation apply to the processing of such data. Further information is set out in Indivisible's Privacy Policy.

12.4. Indivisible will not disclose personal data or Confidential Information to third parties unless there is a valid legal basis for doing so, the data subject has given consent where required, or Indivisible is legally obliged to disclose the information.

12.5. Where Indivisible engages external digital service providers, appropriate arrangements regarding the processing and security of personal data will be made where required by law.

12.6. For advisory, consultancy, and other business engagements, additional confidentiality arrangements may be agreed where the nature of the engagement so requires.

ARTICLE 13. RECORDINGS OF SESSIONS AND CONVERSATIONS

13.1. Indivisible will not make audio or video recordings of coaching sessions, guidance sessions, or other confidential conversations without the prior express consent of the person or persons concerned.

13.2. No person is required to consent to a recording. Refusing consent will not affect access to the regular Services where the recording is not necessary for those services.

13.3. A recording will be used solely for the purpose for which consent was given and will only be accessible to Indivisible, unless expressly agreed otherwise in advance or required by law.

13.4. Recordings made during a coaching or guidance programme for the purposes of reporting, reflection, or quality assurance will be permanently deleted no later than upon completion of the relevant programme, unless a different retention period has been expressly agreed in advance or a legal obligation prevents deletion.

13.5. Where a recording is made in connection with an advisory, consultancy, or other engagement, the purpose of the recording and the applicable retention period or deletion date will be determined in advance.

13.6. Further information about the processing of recordings and other personal data is set out in Indivisible's Privacy Policy.

ARTICLE 14. INTELLECTUAL PROPERTY

14.1. The intellectual property rights in texts, models, diagrams, methodologies, working methods, programmes, presentations, advice, reports, exercises, documentation, and other materials developed by Indivisible remain vested in Indivisible, insofar as such materials are protected by intellectual property rights and unless otherwise agreed in writing.

14.2. This applies in particular to the original development, structure, texts, visualisations, diagrams, and working methods of the Medical Existential Model (MEM), insofar as intellectual property rights apply to them.

14.3. The client may use materials provided during coaching or guidance for personal use.

14.4. A business client may use advice, a report, or another deliverable specifically prepared for that client for the purpose for which it was provided under the Agreement, unless different rights of use have been agreed in writing.

14.5. The underlying models, methodologies, formats, concepts, working methods, and other pre-existing or independently developed materials of Indivisible are not transferred to the contracting party by the provision of advice, a report, or another deliverable.

14.6. Without the prior written consent of Indivisible, protected materials may not be reproduced in whole or in part, published, commercially exploited, incorporated into training courses or educational programmes, or otherwise made available to third parties outside the agreed use, except insofar as permitted by law or by the agreement.

14.7. The foregoing does not restrict a Client from applying personal insights, skills, or experiences gained during coaching in their own life and work.

ARTICLE 15. LIABILITY

15.1. Indivisible performs its Services with due care and professionalism. Unless expressly agreed otherwise, the services are provided on a best-efforts basis.

15.2. The contracting party and, where applicable, the client remain responsible for decisions, choices, and actions taken as a result of the services.

15.3. Indivisible is not responsible for medical, psychological, legal, financial, or other specialist decisions that fall outside the agreed Services and Indivisible's professional expertise.

15.4. If Indivisible is attributable in breach of the agreement and is therefore liable for loss or damage, its liability will, insofar as permitted by law, be limited to direct loss or damage that is sufficiently causally connected to the breach.

15.5. Indivisible's liability will, insofar as permitted by law, be limited to a maximum of the amount paid or payable by the contracting party to Indivisible for the engagement to which the liability relates.

15.6. If the loss or damage cannot reasonably be attributed to one specific engagement and arises from services provided over a longer period, Indivisible's liability will, insofar as permitted by law, be limited to the amount paid or payable by the contracting party to Indivisible for the relevant services during the three months preceding the event giving rise to the loss or damage.

15.7. Insofar as permitted by law, Indivisible will not be liable for indirect or consequential loss or damage, including business interruption losses, loss of profit, loss of savings, loss of assignments, or reputational damage.

15.8. Indivisible will not be liable for loss or damage arising from reliance on incorrect or incomplete information provided by the Contracting Party, the Client, or a third party involved in the engagement, unless Indivisible knew or reasonably should have understood that such information was incorrect or incomplete.

15.9. The limitations set out in this article do not apply where and insofar as limitation or exclusion of liability is not permitted under mandatory law, including in any event loss or damage resulting from intent or deliberate recklessness on the part of Indivisible.

ARTICLE 16. FORCE MAJEURE

16.1. Indivisible will not be required to perform an obligation for as long as performance is prevented by a circumstance that cannot reasonably be attributed to Indivisible.

16.2. Depending on the circumstances, this may include serious illness, accident, death, prolonged disruption of essential digital services, government measures, emergencies, and other circumstances beyond Indivisible's reasonable control.

16.3. During a force majeure event, obligations may be temporarily suspended. Where possible, the parties will seek a reasonable solution, for example by rescheduling work or a session.

16.4. If the force majeure event continues for such a period that the parties can no longer reasonably be expected to continue the agreement, the agreement may be terminated. Services already performed will be settled, and any amount paid in advance for services that can no longer be provided will be refunded on a pro rata basis.

ARTICLE 17. COMPLAINTS

17.1. If the contracting party or client has a complaint about the services, they are requested to notify Indivisible as soon as possible so that an appropriate solution can be sought.

17.2. A complaint may be submitted in writing. Indivisible will acknowledge receipt and handle the complaint within a reasonable period of time.

17.3. The parties will make reasonable efforts to resolve any complaint or dispute through mutual consultation before taking further steps.

17.4. Nothing in this article limits any statutory rights of a consumer.

ARTICLE 18. GOVERNING LAW AND DISPUTES

18.1. The Agreement and these general terms and conditions are governed by Dutch law.

18.2. The parties will first make reasonable efforts to resolve any dispute through mutual consultation.

18.3. If a dispute cannot be resolved through mutual consultation, it will be submitted to the court having jurisdiction under applicable law.

18.4. For business clients, it may be agreed in writing, insofar as permitted by law, that disputes will be submitted to the competent court in the judicial district in which Indivisible is established.

18.5. Nothing in these general Terms and Conditions limits any rights a consumer may have under mandatory consumer law.

ARTICLE 19. FINAL PROVISIONS

19.1. If, in an individual case, Indivisible does not apply a provision of these general Terms and Conditions or deviates from it in favour of the contracting party or client, this does not create any right to the same deviation in future cases.

19.2. Rights and obligations under an agreement may not be transferred to a third party without the prior written consent of Indivisible, insofar as the law permits such a restriction.

19.3. The accepted offer, any individual engagement confirmation, and these General Terms and Conditions together constitute the agreements between the parties regarding the Services.

19.4. In the event of any conflict between these Terms and Conditions and an individual written agreement between Indivisible and the contracting party, the individual agreement will prevail.

19.5. These General Terms and Conditions take effect on 1 October 2026.
