

# Scale-Up Terms & Conditions

This Agreement outlines services to Partners (**Partner/s**) provided by The Scale-Up Group, BV, with business at Weesperstraat 61, 1018 VN Amsterdam (**Scale-Up**). This Agreement is binding upon signature or e-mail “yes, I agree” by authorised representatives.

- 1. Services.** Scale-Up will deliver training, coaching, or projects, consisting of selected courses + collateral (dates, courses, or project deliverables to be finalised on Invoice).
- 2. Materials.** Scale-Up provides tools for all modules in digital and hard copy format on training day(s) or at project end date. Scale-Up will collect feedback after the work for continuous improvement.
- 3. Certification.** Through our partner at [The Learning Stone](#), we offer a certificate of completion for Scale-Up workshops. Participants must attend 100% of the workshop and submit feedback / quiz as required. For Train the Trainer programs, Coaches must have instructed a minimum of 3 courses in 9 months and follow re-certification each year to maintain certification in good standing.
- 4. Fees.** Fees are invoiced at 100% upon date of signature at agreed rates. All invoices are due Net 7 from date of Invoice, which is sent as a separate attachment.
- 5. Invoice.** See Invoice attachment for specifications and payment details to Scale-Up.
- 6. Provisions.** Scale-Up will provide logistics email, space, materials, A/V, and all meeting supplies for services delivered at our WeWork offices.
- 7. Intellectual Property.** Scale-Up IP refers, without limitation, to all copyrights and branded materials from training modules, including digital copies of proprietary frameworks and methodology. Upon delivery of these services, Scale-Up authorizes Partners to use our IP and tools internally to their business, but not to share nor disclose to third parties without written permission from Scale-Up. Scale-Up does not authorize Partners to train third parties using our materials.
- 8. No Transfer or License.** This Agreement transfers to Partners the expressed rights to use Scale-Up IP to improve customer experience, sales process effectiveness, and overall business performance. No other transfer or right is granted by Scale-Up for use of our materials, nor disclosure of confidential information, except under T&C Addendum 1 – Train the Trainer.
- 9. Cancellation or Rescheduling.** Partners and Scale-Up reserve the right to reschedule the program without cause. If the event is rescheduled >3 business days in advance, changes to travel costs could be assessed as applicable. For changes to training schedule within 3 business days of event, an administrative fee of 5% of contract value will be assessed. For cancellations, fees are returned (net 30) following notification:
  - >30 business days before training, 50% of fees returned
  - >10 business days before training, 25% of fees returned
  - <10 business days before training, 0% of fees returned
  - Cancellation by Scale-Up results in 100% of fees returned

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- 10. Specifications.** All other Partner specifications will be itemized as agreed in the Invoice.
- 11. Case Study.** Partners agree to let Scale-Up write delicious content after training results are realized, or to be included in Insights papers.
- 12. Force majeure.** In the event of a force majeure (unforeseen events out of our control), neither Scale-Up nor ISU shall be responsible for failure or delay in performance under this agreement. Each party shall notify the other in the event of a force majeure. This Agreement ensures that obligations by both parties may be suspended until it is reasonable for all parties to perform the duties and obligations as outlined in the Agreement.
- 13. Jurisdiction.** This Agreement is governed by the laws of Amsterdam and the nation of the Netherlands.
- 14. Equitable Relief.** Both Parties maintain the right to seek and obtain injunctive relief in a court of competent jurisdiction located in Amsterdam, Netherlands, and both Parties submit to this jurisdiction in the event a Party has breached or threatens to breach any of its obligations.
- 15. Termination.** The Parties agree to abide by these terms after all contracted Services shall have been completed.

## **AGREED BY PARTY REPRESENTATIVES ON**

\_\_\_\_\_ 2017

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SIGNATURE ON BEHALF OF PARTNERS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE ON BEHALF OF SCALE-UP

Daniel Douglass

\_\_\_\_\_  
NAME