

1. SERVICES

- 1.1 The Consultant shall provide coaching and mentoring, including life coaching, personal coaching, executive coaching and business coaching to the Client and where applicable includes supervision services ("**Services**"), through one or more coaching sessions in line with the Schedule(s).
- 1.2 The specific Services shall be described in the Schedule(s) of this Agreement. In the event that there is any conflict between the Schedule(s) and this Agreement, the Schedule(s) shall prevail.
- 1.3 The Services are not provided as psychological counselling or therapy. The Client understands and agrees that the Services shall not be construed as such.
- 1.4 The Client understands and accepts that all responsibility for any decisions pursuant to the Services are the Client's sole responsibility.
- 1.5 The Consultant strives to ensure the standard of service it provides remains outstanding. The Client may be requested to provide feedback about the Service and the Client may choose to provide this without obligation. The consultant welcomes openness, honesty and transparency and feedback is welcomed throughout or after the Term via email to info@bms-hrm.com
- 1.6 Coaching Sessions will take place between the Client and the Consultant as agreed in line with the Schedule(s), either face-to-face (venue by mutual agreement), ZOOM, or by telephone.
- 1.7 Where the Coaching Sessions do not take place face-to-face, and unless otherwise agreed, the Consultant is responsible for contacting the Client at the agreed time.
- 1.8 The Consultant may assign the Client tasks or exercises to complete between Coaching Sessions. There is no obligation on the Client to complete these tasks or exercises, but if the Client chooses not to, this may slow the Client's progress in achieving their goals.
- 1.9 The Client may contact the Consultant by telephone or email between sessions to share a success or seek clarification on a coaching issue. Although the Consultant will endeavour to respond to such telephone calls or emails and in a timely manner, there shall be no obligation on the Consultant to do so.

2. CHARGES

- 2.1 The Consultant's fee for the Services shall be as set out in the Schedule(s) of this Agreement.

- 2.1 In consideration of the Consultant supplying the Services, the Client shall pay the Charges subject to the terms of this Agreement and in line with the Schedule(s).
- 2.2 The Charges together with any applicable VAT are the only amounts payable by the Client for the Services.
- 2.3 Unless it is stated otherwise in the Schedule(s), BMS – Human Resources Management SAGL shall be solely responsible for all expenses it incurs in supplying the Services.

3. PAYMENT

- 3.1 Upon signature of this Agreement by both Parties, the Consultant shall issue the Client with an invoice for the amount payable, either in full or for the first instalment, as specified in the Schedule(s).
- 3.2 Unless otherwise agreed in the Schedule(s), the Client shall pay each invoice within 7 days in which the invoice is dated and received.
- 3.3 If the Client does not pay an invoice by the due date, BMS – Human Resources Management shall instruct the Consultant to suspend performance of the Services.

4. REFUNDS

- 4.1 In accordance with Distance Selling Regulations, the Client has the right to cancel and obtain a full refund within 14 working days of this Agreement being executed by both Parties.
- 4.2 If a request to cancel is received in writing to info@bms-hrm.com within 14 working days from the date on which this Agreement is executed by both Parties, BMS- Human Resources Management SAGL will accept the cancellation request and offer the Client a full refund.
- 4.3 In the event that one or more Coaching Sessions are undertaken by the Client within the first 14 working days from the date on which this Agreement is executed by both Parties, the Client may still request a refund, but the value of the Coaching Session(s) undertaken and any reasonable costs borne by the Consultant in supplying the Coaching Session(s), shall be deducted from the amount paid by the Client. The remainder will be refunded to the Client without further deductions.
- 4.4 On the cancellation of a contract and acceptance of the refund by the Client, any repayable sum shall be repaid as soon as possible and, in any case, within 30 days of their request for cancellation. Subject to clause 5.3, the full price paid for the Services will be refunded.
- 4.5 There will be no obligation on BMS- Human Resources Management SAGL to refund any amounts paid, where cancellation requests are made after the 14 day cancellation period has passed.

5. CANCELLATION AND RE-ARRANGING COACHING SESSIONS

- 5.1 If the Client wishes to re-arrange a Coaching Session, the Minimum Notice as stated in the Schedule(s) must be given to the Consultant. Where Minimum Notice is not given by the Client, the Coaching Session will be forfeited and the Consultant will have no obligation to re-arrange the Coaching Session or offer any refund.
- 5.2 In exceptional circumstances the Consultant may need to re-arrange a Coaching Session; in these circumstances the Consultant will offer an alternative appointment that is mutually satisfactory to the Client.
- 5.3 Where a Client pays for a Coaching Session or Coaching Sessions in advance, they must undertake those Coaching Session(s) within the period specified in the Schedule(s), or their fee shall be forfeited.

6. INTELLECTUAL PROPERTY

- 6.1 “**Intellectual Property Rights**” means any of the following rights existing in any part of the world: all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, rights in designs, trade and service marks, trade names, logos, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, domain name registrations, database rights and rights in confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered; applications to register any of those rights; rights to apply for and be granted renewals or extensions of, and rights to claim priority from, any of those rights; and any similar or equivalent rights.
- 6.2 Nothing in this Agreement shall affect either Party’s ownership of its Intellectual Property Rights nor operate to grant to either Party any licence under the other Party’s Intellectual Property Rights except to the extent necessary for the delivery and use of the Services in the way they are intended to be used.
- 6.3 All Intellectual Property Rights created by the Parties in the course of the Services shall belong to the creating Party.
- 6.4 BMS Human Resources Management SAGL grants a non-exclusive, royalty-free, non-transferable, limited licence in any material (including digital materials) provided to the Client as part of the Services for the purpose of enabling the Client to use the Services in accordance with the terms of this Agreement.

7. CONFIDENTIALITY

- 7.1 “**Confidential Information**” means all information relating to or connected with this Agreement or relating to a Party or its activities, which has been obtained by the other Party, whether in writing, in disk or electronic form or any other form or medium in which such information may be recorded or kept. This includes information of whatever nature concerning the business, goods, products, services, know-how or personal data of a Party and any information which is expressly indicated to be confidential, is imparted to the other Party in circumstances importing an obligation of confidence or which could reasonably be

regarded as confidential.

- 7.2 Confidential Information, other than information that is in the public domain, shall not be disclosed to any third party, including for the purposes of marketing, without the Client's prior permission.
- 7.3 The Consultant will only disclose the Client's information if it is necessary for the performance of the Services or where so required by law.

8. DATA PROTECTION

- 8.1 For the purposes of this Agreement, the term "**Data**" shall encompass both "Personal Data" and "Sensitive Personal Data" as defined in the EU General Data Protection Regulation.
- 8.2 BMS – Human Resources Management SAGL, warrants and undertakes that it has complied and shall continue to comply with applicable Data Protection Law.
- 8.3 To the extent that BMS- Human Resources Management SAGL processes any Data it shall:
 - 8.3.1 process it only for the purposes of complying with its obligations under this Agreement and in accordance with the Client's instructions from time to time;
 - 8.3.2 ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of Client data and the accidental loss or destruction of, or damage to, such Data; and
 - 8.3.3 not transfer, or otherwise directly or indirectly disclose, any Client Data to countries outside the European Economic Area without the prior written consent of the Client.

9. DATA SECURITY

- 9.1 The Consultant shall notify the Client promptly and in any event within 2 Business Days (or, in the case of Confidential Information, immediately) if it suspects or becomes aware of any actual, threatened or potential breach of security of Client data or any of the Client's Confidential Information.
- 9.2 The Consultant shall, to the extent that any of the below are applicable:
 - 9.2.1 on the Client's request at any time (at no cost to the Client) give the Client a copy of all or part of the Client's Data in BMS- Human Resources Management SAGL possession, custody or control, which is in electronic form; and;
 - 9.2.2 use all endeavours to ensure the security of Client Data and prevent any

loss, disclosure, theft, manipulation or interception of Client Data.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

- 10.1 The Client may terminate this Agreement at any time in writing. Any fees owed at the time of cancellation will become due immediately. Subject to clause 5, refunds on payments made against future Coaching Sessions will be at the discretion of BMS- Human Resources Management SAGL.
- 10.2 If the Client demonstrates inappropriate, aggressive or unlawful behaviour, the Consultant may terminate this Agreement with immediate effect. In such an event, BMS- Human Resources Management shall not be obliged to provide a refund to the Client for any advance payments made for Coaching Sessions not yet undertaken and the Consultant may take further legal action against the Client if the Consultant deems it appropriate to do so.
- 10.3 If the Consultant deems it appropriate, it may recommend to the Client that they seek an alternative service more suited to their needs. In such an event, the Consultant will discuss the reasons for the recommendation with the Client. It will be the Client's discretion whether to follow such recommendation and the Consultant does not accept any liability for the outcome of any decisions the Client chooses to make. If the Client agrees to pursue a different Service, the Consultant shall provide the Client with a refund for any unused Coaching Sessions.
- 10.4 Either Party may terminate this Agreement with immediate effect on giving notice to the other Party if the other Party:
- 10.2.1 commits a material breach of this Agreement which is incapable of remedy;
 - 10.2.2 commits a material breach of this Agreement which is capable of remedy but fails to remedy that breach within 30 days of being notified of the breach;
 - 10.2.3 is in breach of its obligations under clause 7 and / or 8; and
 - 10.2.4 experiences a Force Majeure Event in accordance with the provisions of clause 12.
- 10.5 The expiry or termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the Parties under it as existing at expiry or termination.
- 10.6 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Agreement, shall remain in full force and effect after this Agreement expires or terminates.
- 10.7 On the expiry or termination of this Agreement:
- 10.7.1 the Client may request in writing, that the Consultant returns all documents and materials containing the Client's Confidential Information and Data and shall (to the extent technically possible) erase all of the Client's Confidential Information from its computer and other software or media storage systems, provided that the Consultant may retain materials containing the Client's Confidential Information to the extent required by

containing the Client's Confidential Information to the extent required by any Applicable Law or where retention is required to back-up data or IT systems in accordance or otherwise as permitted by this Agreement; and

10.7.2 other than as referred to in this clause neither Party shall have any further obligation to the other under this Agreement on or after its expiry or termination.

11. FORCE MAJEURE

11.1 Neither Party shall be liable for a breach of this Agreement directly or indirectly caused by circumstances beyond its reasonable control ("**Force Majeure Event**"), provided that a circumstance beyond a Party's reasonable control shall not include any duty to comply with Applicable Law or any cause which is attributable to the Party's wilful act or negligence.

11.2 On the occurrence of a Force Majeure Event, the affected Party shall give immediate notice to the other Party, stating the nature of the Force Majeure Event, how it is affecting the performance of its obligations, the date it began to affect its performance, the estimated period during which its performance will be affected and the action it has taken and proposes to take to mitigate its effects.

11.3 The affected Party shall mitigate (and whilst it continues, shall continue to mitigate) the effects of the Force Majeure Event on its performance.

11.4 If the performance of all or a material part of the Supplier's obligations under this Agreement or the Schedule(s) is / are delayed or prevented by a Force Majeure Event for a continuous period of 30 days in aggregate over any 3 month consecutive period, the Client may terminate this Agreement by giving 30 days' written notice to the Consultant.

12. LIABILITY

12.1 Nothing in this Agreement shall limit or exclude the liability or remedy of either Party or any other person:

12.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

12.1.2 for fraud or fraudulent misrepresentation;

12.1.3 in respect of an obligation in this Agreement to indemnify a Party or any other person;

12.1.4 for any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law;

12.1.5 for any breach by the Supplier of clauses 7 or 8, or

12.1.6 for the wilful abandonment of this Agreement by the Consultant.

12.2 The Consultant shall not be liable to the Client for any indirect, special or consequential loss or damage, including:

12.2.1.1 Loss of profit;

- 12.2.1.2 Loss of goodwill;
- 12.2.1.3 Loss of savings; or
- 12.2.1.4 Loss of contract

12.3 The Consultant excludes, but only as far as legally possible, all terms and warranties or promises implied by law or by statutes.

12.4 Any duty of care owed by the Consultant to the Client, is owed to the Client alone and no duty of care is owed to any third party and the Consultant does not assume any responsibility to any third party in respect of the performance of its duties to the Client.

13. TRANSFER OF RIGHTS

13.1 Neither Party may transfer, assign, charge or otherwise dispose of a contract for Services, or any rights or obligations arising under it, without the other's prior written consent.

14. DISPUTE RESOLUTION

14.1 In the event of a dispute arising under this Agreement or the Schedule(s), the Parties agree to use their reasonable endeavours to resolve any dispute in good faith.

14.2 Neither Party shall commence any court proceedings in relation to any dispute until it has attempted to settle the dispute amicably and in accordance with this clause.

15. RELATIONSHIP

15.1 This Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties.

15.2 Neither Party shall have, nor represent that it has, any authority to make or enter into any commitments on the other's behalf or otherwise bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).

16. REMEDIES

16.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.2 Any right or remedy expressly included in any provision of this Agreement (or the exercise of them) shall not be considered as limiting a Party's rights or remedies under any other provision of this Agreement (or the exercise of them).

17. SEVERANCE

17.1 If any provision, or part of a provision, of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

18. APPLICABLE LAW

18.1 Any dispute arising from or any part of this Agreement, shall be governed by and construed in accordance with the law of Canton Ticino and the courts of Canton of Ticino shall have exclusive jurisdiction.

18.2 If any part of this Agreement is held to be invalid or unenforceable, the remaining terms shall continue in full force and effect.

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