

Sanctus Coaching T+C's

1. Interpretation

1.1 Definitions

- **Affiliate:** in relation to the Client, any entity that directly or indirectly controls, is controlled by, or is under common control with the Client from time to time.
- **Agreement (Partner):** means the contract between the Client and the Supplier for the supply of the Services in accordance with the Order Form, any Change Order Form, these terms and conditions and any Schedules.
- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the jurisdiction where the Client is based, are open for business.
- **Charges:** the charges payable by the Client for the supply of the Services by the Supplier, as set out in the Order Form.
- **Change Order Form:** template at Schedule 4 to facilitate the amendment to the Order Form as agreed by the parties.
- **Client:** means the organisation named on the Order Form and any Affiliates.
- **Coaches:** means qualified and vetted personnel appointed by the Supplier through a consultancy agreement to provide the Services.
- **Coaching Subscription:** the number of coaching sessions committed to over a period of 12 months as set out in the Order Form, including any additional sessions which have been agreed through a Change Order Form.
- **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.
- **Client Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier.

- **Client Staff:** Client personnel who are engaged by employment contracts or consultancy agreements with the client, and have access to Sanctus to the service.
- **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- **Initial Term:** as set out in the Order Form.
- **Intellectual Property Rights:** patents, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Notice Period:** the required number of days as set out in the Order Form in which a party must give prior written notice to other party in order to terminate this Agreement without cause.
- **Order Form:** the form completed by the parties setting out key commercial terms which is incorporated into and forms part of the Agreement.
- **Policies:** the Client's mandatory policies as set out in Schedule 2, as amended by notification to the Supplier from time to time.
- **Renewal Term(s):** as set out in the Order Form.
- **Services:** the services, to be provided by the Supplier pursuant to the Agreement and the Policies as set out in Schedule 2 and as described in Order Form.

- **Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Order Form.
- **Sessions:** means the coaching session available to Client Staff.
- **Supplier IPRs:** all Intellectual Property Rights subsisting in the Services (excluding any Client Materials incorporated in them) or otherwise necessary or desirable to enable a Client to receive and use the Services.
- **Supplier Personnel:** means employees and contractors including the Supplier Coaches.
- **Term:** means the Initial Term as set out in the Order Form and subsequent Renewal Terms.
- **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation

- a. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- b. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- c. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- d. A reference to writing or written email.

2. Appointment

2.1

By clicking 'I accept', 'I agree' (or similar button) or a signature upon the Order Form the Client acknowledges that it has read, understood, and agrees to be bound by this Agreement (the date of such occurrence being the Service Start Date).

2.2

This Agreement permits Affiliates to use the Services through the Client. Notwithstanding the foregoing, the Client and the Supplier shall be the only contracting parties to this Agreement with the Client procuring on behalf of any benefiting Affiliate compliance with the terms and conditions of this Agreement.

3. Commencement and term

3.1

The Agreement shall commence on the Services Start Date and shall continue for the Initial Term and any Renewal Terms, unless terminated by either party serving the other party with the agreed Notice Period or as otherwise set out in the terms of this Agreement.

4. Supply of services

4.1

The Supplier shall supply the Services to the Client, and any Affiliate where it has been instructed to by the Client, from the Services Start Date in accordance with the Agreement.

4.2

The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

4.3

In supplying the Services, the Supplier shall:

- a. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- b. only use Personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- c. provide all equipment, tools, vehicles and other items required to provide the Services;
- d. comply with all applicable laws, statutes, regulations from time to time in force;
- e. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises from time to time subject to such rules having been notified to the Supplier in good time and in advance of providing such Services.

4.4

If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client or its representatives or shall otherwise be entitled to withdraw or suspend the services without liability to the Client.

4.5

The Supplier shall ensure that all Supplier Personnel in particular the Coaches involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Supplier Personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement but which shall be subject to the Policies set out at Schedule 2.

4.6

Where the Client experiences an increased demand for Sessions, the Supplier and the Client can agree

in writing to increase the number of available sessions that can be applied to the Agreement and change the charges accordingly based on the Change Order Form.

5. Client's obligations

5.1

The Client shall and shall procure that any Affiliate using the Services shall comply with the terms and conditions of this Agreement.

5.2

The Client shall:

- a. provide such access to the Client's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Client in writing in advance, for the purposes of providing the Services; and
- b. provide such necessary information including but not limited to health & safety requirements (in advance where necessary) for the provision of the Services as the Supplier may reasonably request.

5.3

A failure by the Client to comply with the terms of the Agreement can only relieve the Supplier from complying with its obligations under the Agreement with effect from the date on which the Supplier notifies the Client in writing and in reasonable detail of the Client's failure and its effect or anticipated effect on the Services.

5.4

The Client acknowledges and agrees that the services offered by the Supplier are workplace coaching and wellbeing services only, and do not constitute counselling or psychotherapy. The Client shall procure that any Client Staff wishing to engage in counselling and psychotherapy does not, without the Supplier's prior written approval, engage in such services with any Coaches who have been or are engaged in providing the Services under this Agreement. The Client shall indemnify the Supplier against any loss incurred by the Supplier arising as a result of a breach of this clause 5.3 by the Client. More information under Sanctus Policies.

5.5

The Client shall ensure that Sessions are booked by Client Staff only. The Supplier shall not be liable for any acts or omission for those attending Sessions who are not Client Staff.

5.6

The Client shall be responsible for ensuring Client Staff attend booked Sessions and shall and shall procure that all Client Staff comply with the Sessions Policy as set out in Schedule 2 of this Agreement. The Supplier shall not be liable for any non-attendance or non-compliance with the Sessions Policy by Client Staff unless the Supplier is at fault for reasons set out in this Agreement.

6. Warranties

6.1

The parties warrant and undertake:

- a. to obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement; and

- b. that they have full capacity and authority to enter into and perform this Agreement and that

this Agreement is executed by a duly authorised representative.

6.2

The Client warrants that it has full capacity and authority to enter into and perform this Agreement on behalf of any Affiliates that benefit from the Services.

7. Intellectual property

7.1

The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.

7.2

The Supplier grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence for the Client's employees to use the Supplier IPRs during and after the Session for the purpose of receiving and putting into practice the Services during the Term of the Agreement. The licence does not grant the Client or its employees the right to copy, translate, incorporate, upload onto any media or anyway create a derivative of such Supplier IPR.

7.3

The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Services to the Client in accordance with the Agreement.

8. Charges and payment

8.1

In consideration for the provision of the Services, the Client shall pay the Supplier the Charges in accordance with this 8. The Client shall pay and remain liable, as a financial guarantor, for any undisputed payment of Charges incurred for Services provided to an Affiliate under this Agreement.

8.2

All amounts payable by the Client exclude amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

8.3

The Supplier shall submit invoices for the Charges plus VAT if applicable to the Client monthly in arrears or as otherwise agreed on the Order Form. Each invoice shall include all supporting information reasonably required by the Client.

8.4

The Client shall pay each invoice which is properly due and submitted to it by the Supplier as set out in the Order Form, to a bank account nominated in writing by the Supplier.

8.5

If the Client fails to make any payment due to the Supplier under the Agreement by the due date for payment, then, without limiting the Supplier's remedies under 12 (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 1% a year above the Bank of England's base rate from time to time.

8.6

Neither party may set off any liability against the other party, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

9. Limitation of liability

9.1

Nothing in the Agreement shall limit the Client's liability under Clause 5.3 of the Agreement.

9.2

Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation; and/or
- c. any statutory or other liability which cannot be limited or excluded under applicable law.

9.3

Subject to clause 9.2, the Supplier's total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the Cap.

9.4

In clause 9.3:

- a. **Cap.** The cap is the greater of Charges and 200% of the total charges in the Contract Year in which the breaches occurred.
- b. **Contract Year.** A contract year means a 12-month period commencing with the date of the Agreement or any anniversary of it;
- c. **Total Charges.** The total charges mean all sums paid by the Client and all sums payable under the Agreement in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Client; and
- d. **Total Liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

9.5

Subject to clauses 9.1, 9.2 and 9.6, the Client's total liability to the Supplier shall not exceed 150% of the total charges pay and payable by the Client in a contract year. The Client's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

9.6

The Client shall at all times be liable for any Affiliate's use of the Services and shall indemnify the Supplier against all liabilities, reasonable costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of any acts or omissions of an Affiliate in the use of the Services.

9.7

This 9.7 sets out specific heads of excluded loss:

- a. Subject to clauses 9.1, 9.2 and 9.6, the types of loss listed in 9.7 (b) are wholly excluded by the parties.
- b. The following types of loss are wholly excluded:
 1. Loss of profits.

2. Loss of sales or business.
3. Loss of agreements or contracts.
4. Loss of anticipated savings.
5. Loss of use or corruption of software, data or information.
6. Loss of or damage to goodwill.
7. Indirect or consequential loss.

10. Insurance

10.1

During the term of the Agreement and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the Client on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Rescheduling or Cancellation

11.1

The Supplier shall be entitled to cancel or reschedule Coaching Sessions as set out in the Policies in Schedule 2.

11.2

The Client Staff are able to reschedule or cancel the Coaching Sessions as set out in the policies in Schedule 2. Should the Client Staff reschedule or cancel a coaching session less than 24 hours as set out in the policies in Schedule 2, the coaching session is considered as delivered within the Coaching Subscription.

12. Termination

12.1

Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of

its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.2

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

12.3

Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. Exit arrangements

13.1

On termination of the Agreement for whatever reason the Client shall: inform its Client Staff that Sessions are coming to an end; and ensure all outstanding Charges are paid to the Supplier.

14. Data Protection

14.1

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2

The parties agree that due to the nature of the Services, the Supplier will be appointing third parties to provide the Services. As such the Client consents to the Supplier appointing Coaches as a third-party processor of Personal Data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 14. As such the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor. Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject. Without prejudice to the generality of Clause 14.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this Agreement.

14.3

Without prejudice to the generality of clause 14, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- a. process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Client of this

before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;

- b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c. ensure that all Personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- d. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i. the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - iv. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- e. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to

security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f. notify the Client without undue delay on becoming aware of a personal data breach;
- g. at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- h. maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

14.5

To the extent Supplier processes personal data outside the EEA in a country that is not recognised by the European Commission as having an adequate level of protection within the meaning of the applicable data privacy laws, including where Supplier remotely accesses personal data hosted in the EEA, and the applicable data privacy laws require Client to implement appropriate safeguards for transferring Personal data outside the EEA, the unchanged version of the Standard Contractual Clauses as published by the European Commission (the “SCCs”) will apply.

15. General

15.1 Force majeure.

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one month the party not affected may terminate the Agreement by giving 20 days' written notice to the affected party.

15.2 Subcontracting

Apart from the right to appoint Coaches, the Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Client. If the Client consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

15.3 Confidentiality

- a. Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by 15.3 (b).
- b. Each party may disclose the other party's confidential information:
 - i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under

the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 15.3(b); and

- ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

15.4 Entire agreement.

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.5 Variation.

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) using the Change Order Form at Schedule 4.

15.6 Waiver.

- a. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance.

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

15.8 Notices.

- a. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
 - i. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - ii. be sent by email to the address specified in the Order Form.

- b. Any notice or communication shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt; and
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - iii. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 15.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- b. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9 Survival.

- a. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- b. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15.10 Third party rights.

- a. Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.
- b. The rights of the parties to terminate or vary the Agreement are not subject to the consent of any other person.

15.11 Assignment and other dealings.

- a. The Client can assign the benefit of the Services in this Agreement to an Affiliate, but it cannot novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

- b. The Supplier may at any time assign, novate, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

15.12 Governing law.

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England.

15.13 Jurisdiction.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

15.14 Language.

- a. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.
- b. Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation.
- c. If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

Schedule 1 - Services

The Supplier ("we, our, us") shall provide the Client ("you", "your") following Services:

- An agreed number of Coaching Sessions depending on the size of your business. This will include a minimum number of Sessions we feel are necessary in order to be able a Coach to react to your employees responsibly and with impact. This is to ensure a consistent service is provided so that your business experiences a real impact. On the other hand, it is our duty of care to ensure coaching is provided responsibly, and so we will guide you on the number of Coaching Sessions required so that it aligns with our ethos of pro-actively and responsibly working on mental health.
- A vetted and accredited Coach. The Coaches have been thoroughly vetted by our experienced Head Coaches for the unique demands that come with Sanctus Coaching. We select our Coaches from diverse backgrounds who will bring their own style and approach, and all are

experienced, dynamic, creative and skilled at building strong relationships with individuals to create a safe space within the workplace for an individual to bring any issue – work-related or not – that they wish to discuss (subject to the Policies set out in Schedule 2).

- A pool of carefully selected Coaches to be offered to the Client Staff for them to have the flexibility to choose the coach best reflects their needs. The key element to our Service is that we dedicate a lot of our energy and experience to recruiting and developing our Coaches, and we have a high standard for the quality of Coaches we work with as well as a rigorous multi-stage application process.
- Coaches who are properly trained. Our Coaches are not business coaches or performance coaches – though they're happy to work on those topics if that's what a person wants to talk about – they're 'human' coaches, coaching on all and any aspects of a person's life. Whilst a business coach would need to fit your company culture, our Coach is an expert in safely working with the widest possible range of people to help them to make meaningful change in the direction they want; it's not about whether they match a specific company culture, it's how well they coach people.

Schedule 2 - Policies

See: <https://pages.sanctus.io/policies/>

Schedule 3 - Data Protection

1. Processing by the Supplier

1.1 scope, nature & purpose of processing

The Supplier will collect, store, process and use data relating to the Client and the Client Staff for the purposes of providing the Services to be provided by the Supplier pursuant to the Agreement and the Policies as set out in Schedule 2 and as described in Order Form. This will include passing the data to third parties for the purposes of providing the Services as described in this Agreement and it's legitimate interests in operating the Supplier's business.

1.2 duration of the processing

The Term plus seven years from the date of termination of this Agreement.

2. Types of personal data

2.1

First name, surname, email address, IP address, gender, job title

3. Categories of data subject

Client Staff