

## Privacy Policy

### **What type of information do we collect?**

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

### **How do we collect information?**

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

### **Why do we collect such personal information?**

We collect such Non-personal and Personal Information for the following purposes:

1. To provide and operate the Services;
2. To provide our Users with ongoing customer assistance and technical support;
3. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
5. To comply with any applicable laws and regulations.

### **How do we store, use, share and disclose our site visitors' personal information?**

Our company is hosted by the EURO DNS platform. EURO DNS provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through EURO DNS' data storage, databases and the general EURO DNS applications. They store your data on secure servers behind a firewall.

### **How do we communicate with our site visitors?**

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

### **How can our site visitors withdraw their consent?**

If you don't want us to process your data anymore, please contact us at [myriam@floweffekt.com](mailto:myriam@floweffekt.com) .

### **Privacy policy updates**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material

changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

## **Questions and contact information**

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [myriam@floweffekt.com](mailto:myriam@floweffekt.com).

March 2021

## Terms of Use

### **Website owner, the offering, and binding of Terms**

This website is owned and operated by floweffekt. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers coaching and visual communication services to customers. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

### **Who can use our website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### **Key commercial Terms offered to customers**

When buying an service, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase a service when you commit to buy a service and you complete the check-out payment process.

The prices we charge for using our services are listed on the website. We reserve the right to change our prices for services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

### **Retention of right to change offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

### **Cancellation**

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

### **Ownership of intellectual property, copyrights and logos**

The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of floweffekt. Except if explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

### **Indemnification**

You agree to indemnify and hold floweffekt harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall floweffekt, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, floweffekt assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## **Promotional emails and content**

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

## **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Luxembourg without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Luxembourg.

## **Customer support details & contact info**

You can contact us by sending us an email at [myriam@floweffekt.com](mailto:myriam@floweffekt.com)

March 2021

## Terms and Conditions - Visual communication services

### 1. Definitions

1.1 'Floweffekt' means Floweffekt, its successors and assigns, or any person acting on behalf of, and with the authority of, Floweffekt.

1.2 "Clients" means the person/s requesting Floweffekt to provide the Services as specified in any quotation, order, invoice or other document, and if there more than one person requesting the Services is a reference to each person jointly and severally.

1.3 "Services" means all multimedia presentations and/or design and training services provided by Floweffekt to the Client at the Client's request from time to time, and includes any information, advice, recommendations, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques and concepts

1.4 "Content" shall mean any presentation, template, copy, graphics and other digital display material and/or content supplied by the Client for the provision of the Services.

1.5 "Fee/s" means the price payable for the Services as agreed between the parties in accordance with clause 5 of the contract.

1.6 "Prohibited Content" means any Content that:

(a) is, or could reasonably be considered to be, in breach of any laws, regulations, codes of practice, guidelines and any standards applicable to the advertising industry and as determined by any relevant regulatory agency or industry self-regulatory body (including the Broadcast Services Amendment (Online Service) Act 1999 (Cth), the Competition and Consumer Act 2010 (Cth), the Fair Trading Act 1986 and the Advertising Codes of Practice of the Advertising Standards Authority Inc.); or

(b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, false, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or

(c) is, or could reasonably be considered to be, in breach of, or infringing on, any intellectual property rights, copyright, trademark or any other legal rights of another person and/or entity. The Client agrees to indemnify Floweffekt against any action taken by a third party against Floweffekt in respect of any such infringement.

1.7 "Confidential Information" means (and includes) any information marked as confidential and any information received or developed by Floweffekt during the term of the contract which is not publicly available and relates to processes, equipment and techniques used by the Client in the course of its business, including all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form or any other intellectual property, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information (such as values) and business plans.

## 2. Interpretation

2.1 In these terms and conditions, unless the context otherwise requires:

- (a) words importing the singular number include the plural number, and vice versa; and
- (b) words importing persons include firms, companies and corporations, and vice versa; and
- (c) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to these terms and conditions; and
- (d) reference in any schedule to these terms and conditions to numbered paragraphs relate to the numbered paragraphs of that schedule; and
- (e) any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; and
- (f) the headings to the clauses and schedules of these terms and conditions are not to affect the interpretation; and
- (g) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (h) the word "including" (and related forms including "includes") shall be understood as meaning "including without limitation".

## 3. Acceptance

3.1 The Client is taken to have exclusively accepted, and is immediately bound, jointly and severally, by these terms and conditions where the Client places an order for, or accepts, Services provided by Floweffekt. An order can be constituted as an official purchase order, signed proposal or quotation, written email or a verbal approval to proceed with the Services.

3.2 These terms and conditions contain the whole agreement between the parties in respect of the subject matter of the contract, and:

- (a) supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter; and
- (b) may only be amended in writing signed by duly authorised representatives of the parties, and shall prevail to the extent of any inconsistency with any other document or agreement between the parties; and
- (c) do not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these terms and conditions.

3.3 The parties confirm that they have not entered into the contract on the basis of any representation that is not expressly incorporated into these terms and conditions.

3.4 Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

3.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000, or any other applicable provisions of that Act or any Regulations referred to in that Act.

## 4. Change in Control

4.1 The Client shall give Floweffekt not less than 30 days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including changes in the Client's name, address/es, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Floweffekt as a result of the Client's failure to comply with this clause.

## 5. Fee/s and Payment

5.1 At Floweffekt' sole discretion the Fee/s shall be either:

(a) as indicated on any invoice provided by Floweffekt to the Client; or

(b) the Fee/s as at the date of provision of the Services according to Floweffekt' current daily or hourly rate/s. Any time spent which is less than 1 hour is charged on a pro-rated basis in 6 minute increments. Floweffekt shall be entitled to vary the rate/s during the term of the contract; before implementing any such new rate/s, Floweffekt shall provide them to the Client; or

(c) Floweffekt' quoted Fee/s (subject to clause 6) which will be valid for the period stated in the quotation, or otherwise for a period of 30 days, and variations may apply on sighting artwork any unseen elements.

5.2 Unless otherwise specified (or quoted) in writing, Floweffekt' quotation:

(a) includes:

(i) authors corrections (alterations to structure or design after approval has been given after any stage); and

(ii) finished presentation ready for delivery, including animations and transitions; and

(iii) supply of files throughout the production and a presentation on USB, if requested; and

(iv) a revision of the Services 14 days after the presentation has been made, or it has been presented a minimum of 5 times; this revision is limited to minor updates only.

(b) does not include:

(i) authors corrections (alterations to structure or design after approval has been given after any stage);

and (ii) logo or identity designs; and  
(iii) copyright; and  
(iv) archived file retrievals; and  
(v) couriers; and

(vi) in the case of travel, if required, a per diem per day is charged for each night away from Luxembourg. This covers all accommodation, meals and ground transport costs. Conversely, the Client can arrange accommodation and all taxis, meals, car hire, and other expenses related to the cost of the travel will be rebilled at cost plus 10%; and

(vii) installation of software, if necessary; and  
(viii) cost of images.

5.3 At Floweffekt' sole discretion, a non-refundable deposit of:

(a) 50% shall be required where the Fee/s for the Services are more than 2,000 €; the balance to be payable in accordance with clause 5.4(b); or

(b) 25% shall be required for training on booking thereof; the balance to be payable in accordance with clause 5.4(d).

5.4 Time for payment for the Services being of the essence, the Fee/s will be payable by the Client on the date/s determined by Floweffekt, which may be: (a) on commencement of the Services where the Fee/s for the Services are less than 2,000 €; or

(b) by way of monthly progress payments in the event the Services are of a duration of more than 30 days, which will be invoiced by Floweffekt at the end of each month for time used if the Services up to that date exceeds the amount that is covered by the deposit; or

(c) the date specified on any invoice or other form as being the date for payment; or

(d) failing any notice to the contrary, the date which is 30 days following the date of any invoice furnished to the Client by Floweffekt.

5.5 Unless otherwise stated the Fee/s do not include GST. In addition to the Fee/s the Client must pay to Floweffekt an amount equal to any GST Floweffekt must pay for any provision of Services by Floweffekt under the contract or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fee/s. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Fee/s, except where they are expressly included in the Fee/s.

5.6 When the Client makes payment of any invoice/s, they must quote the relevant reference and/or invoice number/s. Such payment may be made by: (a) direct debit (or electronic/on-line banking).

5.7 Both parties agree that the Client's obligations to Floweffekt under the contract for the provision of the Services shall not cease until:

(a) the Client has paid Floweffekt all amounts owing for the Services; and

(b) the Client has met all other obligations due by the Client to Floweffekt in respect of all contracts between the parties.



## 6. Variations and Reimbursable Expenses

6.1 Floweffekt' quotation is based upon discussions with, and materials supplied, by the Client. In many cases the Services cannot be fully scoped until more work is undertaken, such as the presentation theme. All endeavours have been made to make Floweffekt' quotation as accurate as possible; however, Floweffekt reserves the right to vary its quotation, including:

(a) when the presentation theme is agreed to between the parties. Should agreement on any variation to the Services not be reached at presentation stage, either party has the right to cancel the contract; and

(b) where quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other Content, any extra work or cost caused by any variation by the Client of its original instructions or by the Content being, in Floweffekt' opinion, poorly prepared, or by the Client's requirements being different from those originally submitted or described; or

(c) all work carried out whether experimentally, speculatively, or otherwise at the Client's request; or

(d) any tabulated work and/or foreign language included in the job but not contained in the Content originally submitted; or

(e) any fonts, or colour proofs, or artwork, specially bought at the Client's request for the Services; or

(f) when style, type or layout is left to Floweffekt' judgement, and the Client requires further alterations.

6.2 Floweffekt is permitted to charge the Client for all costs and expenses incurred in providing the Services which are not included in its quotation, including travel, photocopying, courier services, postage, etc. at cost plus 10%.

## 7. Client's Obligations

7.1 During the terms of the contract the Client will:

(a) co-operate with Floweffekt, as it reasonably requires; and

(b) provide the information and documentation that Floweffekt reasonably requires; and

(c) make available to Floweffekt such facilities, as it reasonably requires, and will not charge for such use of the facilities. In the event the Client does not provide the facilities (and within the time period required by Floweffekt), then any additional costs and expenses which are reasonably incurred by Floweffekt will be payable by the Client; and

(d) ensure that the Client's staff and agents co-operate with, and assist, Floweffekt.

## 8. Proof Reading

8.1 Whilst every care is taken by Floweffekt to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading, which will be sent to the Client and will be deemed accepted if no response is received by the Client within 24 hours of Floweffekt' submission thereof. Floweffekt shall be under no liability whatever for any errors not corrected by the Client in the final

proof reading, and should the Client's alterations require additional proofs this shall be invoiced as an extra in accordance with clause 6.

## 9. Provision of the Services

9.1 Any time specified by Floweffekt for provision of the Services is an estimate only and Floweffekt will not be liable for any loss or damage incurred by the Client as a result of provision being late. However, both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that Floweffekt is unable to provide the Services as agreed solely due to any action or inaction of the Client, then Floweffekt shall be entitled to charge the Client additionally for re-providing the Services at a later time and date.

9.2 Floweffekt may provide the Services in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

9.3 Throughout the continuance of the contract, Floweffekt shall comply (at its own cost and expense) with all Acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, State and local government departments, bodies, and public authorities or other authorities, so far as the same may affect, or apply, to Floweffekt or the Services, and Floweffekt shall indemnify the Client from and against all actions, costs, charges, claims and demands in respect thereof.

9.4 Floweffekt provides no warranty that any result or objective can, or will, be achieved, or attained, at all, or by a given completion date or any other date, whether stated in these terms and conditions or elsewhere.

9.5 Floweffekt reserves the right to discard all material used 1 year after the completion date of the Services.

## 10. Risk

10.1 The Client acknowledges and agrees that Floweffekt shall not be held responsible or liable for any Content breaching any Acts, legislation or regulations, unless due to the negligence of Floweffekt.

10.2 The Client acknowledges that any advice or recommendations by Floweffekt are provided in good faith and on the basis of Floweffekt's industry knowledge, experience and professional judgement only, and shall not be deemed as specialist advice.

## 11. Content

11.1 The Client acknowledges that all Content is subject to the approval of Floweffekt and may, regardless of prior approval, be rejected and removed by Floweffekt.

11.2 The Client warrants that all Content to be used for the provision of the Services shall:

(a) be true and correct in every particular; and

(b) does not contain Prohibited Content; and

(c) be non-political and non-religious by nature, and suitable for viewer of all ages; and

(d) not be, nor contain, anything that is defamatory of any person or is indecent or obscene; and

(e) does not contain anything which may give rise to any cause of action by a third against Floweffekt (including material that may cause damage or injury to any person and/or entity)

11.3 The Client shall indemnify, and keep indemnified, Floweffekt at all times against all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against Floweffekt, or incurred or become payable by Floweffekt, resulting or arising from the Client being in breach of clause 11.1

11.4 Floweffekt reserves the right to refuse to accept any Content that does not comply with clause

## **12. Warranties, Liabilities and Indemnities**

12.1 Floweffekt warrants that it will use reasonable care and skill in providing the Services. In the event the Services are found to be defective (including where due to any negligence, error or omission on the part of Floweffekt, or any failure by Floweffekt to comply with the description of, or quotation for the Services which Floweffekt was to provide, or where Floweffekt is in material breach of these terms and conditions), then Floweffekt will, subject to clauses 12.2 and 12.3, rectify, re-provide, or pay the cost of re-providing the Services (or where Floweffekt is unable to do so, it may refund any money the Client has paid for the Services, but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective). Such request must be made in writing within thirty (30) days from the completion date of the Services.

12.2 Except in the case of death or personal injury caused by Floweffekt' negligence, the liability of Floweffekt under, or in connection with, these terms and conditions, whether arising in contract, tort, negligence, breach of statutory duty, or otherwise, shall not exceed the Fee/s payable by the Client to Floweffekt under these terms and conditions. The provisions of this clause 12.2 shall not apply to clauses 9.3 and 12.4.

12.3 Neither party shall be liable to the other, in contract, tort, negligence, breach of statutory duty or otherwise, for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that party of an indirect or consequential nature, including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 12.3 shall not apply to clauses 9.3 and 12.4.

12.4 The Client shall indemnify, and hold harmless, Floweffekt from, and against, all claims and losses arising from:

(a) loss, damage, liability, injury to Floweffekt, its employees and third parties; and

(b) infringement of third party intellectual property, or third party losses by reason of, or arising out of, any information supplied to the Client by Floweffekt, its employees or consultants, or any information or instructions supplied to Floweffekt by the Client within, or without, the scope of these terms and conditions; and

(c) the Services, or cancellation, or failure to provide the Services, and all costs, losses and expenses suffered or incurred by Floweffekt, its employees, agents and affiliates (and their employees and agents) as a result of any breach by the Client of these terms and conditions or any other agreement between the parties; and

12.5 Each of the parties acknowledges that, in entering into the contract, it does not do so in reliance on any representation, warranty or other provision, except as expressly provided in these terms and conditions, and any conditions, warranties or other terms implied by statute or common law (including, but not limited to the Competition and Consumer Act 2010 or the Fair Trading Act of the applicable State or Territory) are excluded from these terms and conditions to the fullest extent permitted by law.

12.6 The Client acknowledges that, due to the nature of digital display, technical difficulties may arise which could prevent the provision of the Services; and the Client, therefore, agrees to indemnify Floweffekt against any costs or losses incurred by the Client as a result of this.

12.7 The obligations and indemnities accepted by both parties under this clause 12 shall survive the termination or expiry of the contract.

### 13. Intellectual Property

13.1 The Client acknowledges and agrees that, subject to clause 13.2, all presentations (and any images, drawings, photographs, copy, virtual or graphic materials, trademarks or other materials) created by Floweffekt as part of providing the Services to the Client shall become the property of the Client subject to the following:

(a) the procurement by Floweffekt of any copyrighted materials for inclusion into the Services. In which case Floweffekt does not have the right to transfer such intellectual property to the Client, only the right to use such materials solely for the purpose for which the Services were intended; and

(b) the Services are accepted in writing by the Client within 12 months of being provided Floweffekt; and

(c) the Client has paid Floweffekt all amounts owing in relation to the Fee/s (and any costs associated with creating and, where applicable, providing such Services).

13.2 Floweffekt asserts copyright in the content of all design and artwork unless otherwise negotiated, quoted and agreed with. The Client acknowledges and agrees that no part of any design and artwork produced by Floweffekt may be reproduced by any means whatsoever without its written permission. Unauthorised use of any of the intellectual property of Floweffekt is an infringement and will be prosecuted.

13.3 The Client undertakes to acknowledge Floweffekt' Services in the event that any presentation created thereby is utilised in advertising or marketing material by the Client.

13.4 Subject to 14, the Client agrees that Floweffekt may (at no cost) use for the purposes of marketing or entry into any competition, any presentation which Floweffekt has created for the Client and/or any Services provided to the Client, and Floweffekt shall remove any references to the Client's Confidential Information.

## 14. Confidentiality

14.1 The information contained in this document is confidential and commercially sensitive. Unauthorised use of the information is prohibited. 14.2 Floweffekt shall keep the Client's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.

14.3 Both parties acknowledge that information resulting from the activities of Floweffekt pursuant to these terms and conditions shall also be regarded as Confidential Information, and Floweffekt agrees that its obligations in clause 14.2 extend to this category of information

14.4 Floweffekt's obligations with regard to the Confidential Information will continue for so long as the Confidential Information is maintained on a confidential basis by:

- (a) the Client, in the case of Confidential Information pertaining to the Client's business; and
- (b) the Client's customers, in the case of Confidential Information pertaining to the business of any of the Client's customers.

14.5 Upon completion of the Services or cancellation of the contract, or when earlier directed by the Client:

- (a) all Confidential Information shall be returned to the Client, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that Floweffekt makes, and any software that Floweffekt creates based on the Confidential Information; and
- (b) Floweffekt shall erase and destroy any copies of any software containing or comprising the Confidential Information in Floweffekt's possession or under Floweffekt's control, or that may have been loaded onto a computer possessed or controlled by Floweffekt.

14.6 The Confidential Information does not include information which:

- (a) is generally available in the public domain otherwise than as a result of a breach of clause 14.2 by Floweffekt; or
- (b) was known by Floweffekt prior to the Client disclosing the information to Floweffekt.

14.7 Floweffekt agrees that the Client may require any of Floweffekt's personnel to sign a confidentiality agreement in a form that the Client approves, as a condition of its acceptance of any of Floweffekt's personnel.

14.8 Both parties agree to indemnify the other fully against all liabilities, costs and expenses which may be incurred as a result of any breach of this clause 14 by either party. The parties further acknowledge that damages may be an inadequate remedy for breach of this clause 14 and that either party may obtain injunctive relief against the other for any breach of this clause 14.

14.9 The obligations accepted by both parties under this clause 14 survive the termination or expiry of the contract.

## 15. Default and Consequences of Default

15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 2.5% per calendar month (and at Floweffekt' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

15.2 If the Client owes Floweffekt any money, the Client shall indemnify Floweffekt from and against all costs and disbursements incurred by Floweffekt in recovering the debt (including internal administration fees, legal costs on a solicitor and own client basis, Floweffekt' contract default fee, and bank dishonour fees).

15.3 Without prejudice to any other remedies Floweffekt may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Floweffekt shall be entitled to:

- (a) suspend or terminate the provision of Services to the Client; and/or
- (b) require the Client to pay, in advance, for any Services (or any part of the Services) which have not yet been provided.

15.4 Without prejudice to Floweffekt' other remedies at law, Floweffekt shall be entitled to cancel all, or any part, of any order of the Client which remains unfilled, and all amounts owing to Floweffekt shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Floweffekt becomes overdue, or in Floweffekt' opinion the Client will be unable to make a payment when it falls due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

15.5 Floweffekt will not be liable to the Client for any loss or damage the Client suffers because Floweffekt has exercised its rights under this clause.

## 16. Cancellation

16.1 Floweffekt may cancel these terms and conditions, or provision of the Services (at any time before the Services are provided), by giving written notice. On giving such notice Floweffekt shall repay to the Client any money paid by the Client for the Services, less any amounts owing to Floweffekt for Services already provided (including the procurement of third party goods and/or services). Floweffekt shall not be liable for any loss or damage whatever arising from such cancellation.

16.2 In the event that the Client cancels the contract, or provision of the Services, the Client shall be liable for the following (being the costs of any loss (direct and indirect) incurred by Floweffekt for such cancellation):

- (a) for presentation design: the deposit, or an amount equivalent to the percentage of Services provided (whichever is the greater); or
- (b) for training and development:

- (i) 30 - 15 days from the date for provision of the Services: 50% of Fee/s; or
- (ii) 14 – 0 days from the date for provision of the Services: the full Fee/s.

## 17. Termination

17.1 Either party may terminate the contract by notice in writing to the other if the party notified fails to observe any term of these terms and conditions and fails to rectify this breach, to the satisfaction of the notifying party, following the expiration of 7 days' notice of the breach being given in writing by the notifying party to the other party.

17.2 Either party may terminate the contract upon the happening of any of the following events:

- (a) the giving of at least 1 month's written notice by either party to the other of the intention to terminate the contract; or
- (b) if the Client enters into a deed of arrangement or an order is made for it to be wound up; or
- (c) if an administrator, receiver or receiver/manager or a liquidator is appointed to the Client pursuant to the Corporations Act 2001 (Cth); or
- (d) if the Client would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act 2001 (Cth).

17.3 The Client will pay to Floweffekt the equivalent amount of the Fee/s payable by the Client to Floweffekt during the notice period in lieu of any notice period relating to termination of the contract under clause 18.2(a).

17.4 Upon termination of the contract, any Fee/s, expenses or reimbursements payable by the Client to Floweffekt in respect of any period prior to the date of termination must be paid by the Client within 7 days of the date of termination.

## Coaching Agreement

This Agreement is entered into by and between: FLOWEFFEKT - Myriam Schiltz professional designer & coach (ICF - International Coaching Federation certified member No: 0095433051) life & systemic coach, 18 rue de la Cimenterie L-1337 and Client whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A.

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

### **1. Coach-Client Relationship**

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation "(ICF)" (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.



## 2. Services

The parties agree to engage in a 2 months Coaching Program through (describe method(s), e.g., inperson, internet, telephone) meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach (myriam@floweffekt.com). Coach may also be available for additional time, per Client's request on a prorated basis rate of 65€ per hour (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

## 3. Schedule and Fees

This coaching agreement is valid as of 15/06/2020. The fee is 120€ (amount in advance if applicable) and/or 480€ per month based on 1 meeting per week (4 meetings per month). The calls/meetings shall be 90 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply. The refund policy in effect for the term of this Agreement is as follows: Purchased merchandise has 60 days from the initial purchase date allowed for returns.

## 4. Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings +352 621 131 851. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

## 5. Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

## 6. Release of Information (Optional, based upon specific situation)

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client can accept or refuse that:

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## **7. Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

## **8. Record Retention Policy**

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 2 years.

## **9. Termination**

Either the Client or the Coach may terminate this Agreement at any time with 2 weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

## **10. Limited Liability**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

## **11. Entire Agreement**

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

## **12. Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

## **13. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**15. Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Luxemburg, without giving effect to any conflicts of laws provisions.

**16. Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Floweffekt March 2021