

## KDVI LIMITED - SERVICES TERMS & CONDITIONS

This document (together with any Letter of Agreement (“**LoA**”), Order or other terms agreed in writing between the parties) sets out the terms and conditions (together the “**Terms**”) on which KDVI Limited (“**KDVI**”) provides Services to you (the “**Client**”). If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

- a. a LoA or Order;
- b. the Conditions; and
- c. the Schedules.

### 1. Interpretation

- 1.1 **In this document, capitalised terms shall have the meaning set out in Schedule 1 (Definitions).**
- 1.2 Schedules 2 to 5 of these Terms include terms that are specific to the respective services provided by KDVI offers. If you have purchased Services pursuant to an Order or LoA, the applicable Schedule shall apply.

### 2. Commencement and duration

- 2.1 These Terms will be effective on the date set out in the relevant Order or LoA.
- 2.2 The Services will be performed for the duration of the Term, save where there is any lawful earlier termination of these Terms, or as otherwise provided for in these Terms.

### 3. Supply of Services

- 3.1 KDVI shall:
  - a. provide the Services to the Client in accordance with these Terms;
  - b. perform the Services using all reasonable care and skill and in accordance with industry standards; and
  - c. use reasonable efforts to provide the Services in accordance with agreed timescales.
- 3.2 The Client acknowledges that KDVI is free to provide the Services to other individuals, partnerships, corporations or any other legal entity.

### 4. Client obligations

- 4.1 The Client shall:
  - a. co-operate with KDVI in all matters relating to the Services;



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- b. provide KDVI, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by KDVI;
  - c. provide KDVI with such information and materials as KDVI may reasonably require in order to supply the Services; and
  - d. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 4.2 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under these Terms, the Client shall not, and shall not attempt to, copy, modify or duplicate the Services.

## 5. Fees, Expenses & Payment

- 5.1 In consideration for the Services to be provided by KDVI hereunder, the Client shall pay to KDVI the Fees and any agreed Expenses, in accordance with the relevant Order or LoA. Fees and Expenses are exclusive of any applicable taxes, which (if applicable) the Client shall additionally be liable to pay to KDVI at the prevailing rate, subject to receipt of a valid VAT invoice.
- 5.2 In the absence of any specific payment terms in the relevant Order or LoA, the Client shall pay each invoice submitted by KDVI within 30 days of the date of the invoice.
- 5.3 If the Client fails to make a payment due to KDVI under these Terms by the due date, then, without limiting KDVI's remedies under these Terms, 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 5.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## 6. Confidentiality

- 6.1 The parties shall treat as strictly confidential and shall not disclose or permit to be disclosed, at any time during the Term and for a period of five years after termination or expiry of these Terms, to any person, the Confidential Information, except as permitted by these Terms or otherwise specifically permitted in writing by the disclosing party.
- 6.2 Each party may disclose the other party's Confidential Information to its employees, officers and directors contractors who need to know such Confidential Information for the purpose of carrying out the party's obligations under these Terms, provided that each party shall: (i) inform such persons of the confidential nature of the Confidential Information before disclosure; (ii) procure that such persons shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in these Terms; and (iii) at all times be liable for the failure of any such persons to comply with the obligations set out in these Terms.
- 6.3 Disclosure to any other person is expressly prohibited without the prior written permission of the disclosing party.



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- 6.4 The obligations of confidentiality in these Terms shall not apply to Confidential Information that: (i) is authorised by the disclosing party in writing to be disclosed; (ii) is or becomes publicly available through no fault of the recipient party or any of the recipient party's directors, officers or employees to whom it has been disclosed in accordance with this clause; or (iii) is independently developed by the recipient party without any use or knowledge of the Confidential Information. If any Confidential Information is required to be disclosed by law, the recipient party shall promptly notify the disclosing party prior to disclosing such Confidential Information unless prohibited by the terms of such legal requirement.
- 6.5 Subject to any materials or Intellectual Property Rights licensed under these Terms, on the termination or expiration of these Terms, the recipient party shall promptly upon the disclosing party's request return to the disclosing party all documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information. That portion of the Confidential Information which is copied or stored in electronic form (including computer and communications systems and data storage services provided by third parties) will be promptly deleted or destroyed upon the disclosing party's request (to the extent technically and legally practicable), such destruction to be confirmed in writing to the disclosing party.
- 6.6 If either KDVI or the Client is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction to disclose Confidential Information, that party shall (to the extent it is legally permitted to do so) provide the other with prompt notice of such disclosure.

## 7. **Personal Data**

KDVI will process any personal data provided to it by the Client in accordance with KDVI's Data Processing Addendum (as amended from time to time) and our Privacy Policy, which can both be located on our Website [Legal Centre](#). Unless expressly stated otherwise in the Privacy Policy, KDVI acts as a data processor in relation to Client personal data and KDVI's Data Processing Addendum shall apply.

## 8. **Client Information**

- 8.1 In performing the Services hereunder, KDVI will use all information supplied by the Client without having independently verified the same and KDVI assumes no responsibility for the accuracy or completeness of such information.
- 8.2 The Client shall ensure that all information it supplies to KDVI is complete and accurate in all material respects.

## 9. **Intellectual Property**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by KDVI.
- 9.2 In consideration of the payment of all Fees due under these Terms to KDVI, KDVI grants to the Client a non-exclusive, non-transferable, revocable, limited licence to use the Services for the duration of the Term solely for its own internal business use, unless expressly permitted otherwise in the relevant Order or LoA.



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- 9.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2 to any Affiliates, customers or third parties.
- 9.4 The Client grants to KDVI a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to KDVI for the Term for the purpose of providing the Services to the Client.

## 10. Conflicts of Interest

It is KDVI's practice to serve multiple clients within various industries, including those with potentially opposing interests. Accordingly, the Client agrees KDVI may have served, may currently be serving or may in the future serve other clients whose interests may be adverse to those of the Client.

## 11. Non-Solicitation

During the Term and for the period of one year thereafter, both parties agree not to solicit for employment, employ or otherwise engage the service of any consultant or other professional or managerial level employee who is employed by the other party and was involved with the Services (or assist any third party in doing so).

## 12. Coach Replacement

In the event that a KDVI coach is unable to attend any session or to continue coaching at all, KDVI shall use its best endeavours to provide a suitable and experienced coach by way of a replacement as soon as practicable and shall where practicable consult the Client on any such appointment.

## 13. Limitation of Liability & Insurance

- 13.1 Nothing contained in these Terms shall limit or exclude any liability for death or personal injury caused negligence, fraud or fraudulent misrepresentation or any other liability that cannot be limited or excluded by law.
- 13.2 Subject to clause 13.1, KDVI shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.
- 13.3 Subject to clause 13.1 and clause 13.2, KDVI's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms shall be limited to the total Fees paid or payable to KDVI under these Terms in the 12 months preceding the date on which a claim arises.
- 13.4 KDVI shall ensure that all of its employees performing the Services have the necessary professional liability insurance cover (to include liability cover and cover for the costs of any postponement or cancellation).

#### **14. Termination**

Without affecting any other right or remedy available to it, KDVI may terminate these Terms by giving the Client 3 months' written notice.

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

- a. the other party commits a material breach of any term of these Terms and (if such a breach is remediable) fails to remedy that breach within fourteen days of that party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- 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; or
- d. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, KDVI may terminate these Terms with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Terms on the due date for payment.

#### **15. Consequences of termination**

15.1 The termination of any individual Order or LoA under these Terms shall not affect the validity or enforceability of any other Order or LoA. Each Order or LoA shall be considered independent and separate, and the termination of one shall not lead to the termination of others, unless explicitly stated in the terminated Order or LoA.

15.2 On termination or expiry of these Terms, the Client shall immediately pay to KDVI all of KDVI's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, KDVI shall submit an invoice, which shall be payable by the Client immediately on receipt.

15.3 Termination or expiry of these Terms 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 Terms which existed at or before the date of termination or expiry.

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



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## 16. Dispute Resolution

16.1 If a dispute arises out of or in connection with these Terms or the performance, validity or enforceability of it (“Dispute”) then, the parties shall follow the procedure set out in this clause:

- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“**Dispute Notice**”), together with relevant supporting documents. On service of the Dispute Notice, an appropriate representative of each of the parties shall attempt in good faith to resolve the Dispute;
- b. if such representatives of the parties are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the executive officer of each of the parties who shall attempt in good faith to resolve it; and
- c. if such executive officers of the parties are for any reason unable to resolve the Dispute within 14 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (“**ADR notice**”) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

15.5 This clause is without prejudice to each party's right to seek interim relief against the other party through any court of competent jurisdiction to protect its rights and interests, or to enforce the obligations of the other party.

## 17. Acknowledgments

17.1 Each party warrants that:

- a. it is free to enter into these Terms;
- b. it is not subject to any restrictions which might prohibit it from performing its obligations under these Terms or which might enable another person or entity to claim any rights in or to technology, data or information developed (whether developed alone or with others) pursuant to these Terms; and
- c. it will comply with all applicable laws, rules and regulations in performing its obligations hereunder.

## 18. General

**Variation:** No variation of these Terms - including this clause – shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

**Waiver:** A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default or the waiver of any other term or condition herein.

**Severance:** In the event that any provision or part-provision of these Terms shall be held invalid, unenforceable or illegal, it shall be deemed modified to the minimum extent necessary to make it valid, enforceable and legal. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. In the event of such modification or deletion, the remaining provisions and part-provisions shall continue in force and effect and shall in all respects be binding on the parties.

**Writing:** Any reference to “writing” or “written” in these Terms shall include email.

**Entire Terms:** These Terms contain the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. Each party acknowledges that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

**Successors:** These Terms shall be binding upon and inure to the benefit of the parties’ respective successors.

**Force Majeure:** Neither party shall have any liability for any failure or delay in performance of its obligations under these Terms if such delay or failure results from Force Majeure.

**Notices:** Any notice given to a party under or in connection with these Terms shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next Business Day delivery service, or email. A notice shall be deemed to have been received: if delivered by hand, when left at the address referred to in this clause; or if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission. 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.

**Assignment:** KDVI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms.

**Third Parties:** There are no third party beneficiaries with respect to these Terms.

**Governing Law and Jurisdiction:** These Terms and any dispute or claim arising out of and in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be subject to the laws of England and Wales and in respect of any dispute or claim so arising, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule I – Definitions

In this document, capitalised terms shall have the following meaning:

"Affiliate"	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Cancellation"	means the Participant or Client withdraws and does not participate in the Programme at any stage or leaves before the end of the Programme.
"Conditions"	means the terms and conditions set out in clause 1 (Interpretation) to clause 18 (General) (inclusive).
"Confidential Information"	means any confidential or proprietary information (however recorded or preserved) of the disclosing party, its parent, Affiliates, or subsidiaries such as, without limitation, any development, sales, financial or accounting procedures, accounts, reports, operations, computer programs, software and databases, customer and supplier information, customer lists, market and pricing information, business know-how, techniques, methods, business plans, trade secrets, any and all information regarding the disclosing party's business or how the disclosing party does business, or any other property or commercial information belonging to the disclosing party, whether or not marked as confidential.
"Development Tool Services"	means the leadership development tools and services which KDVI provides from time to time, as detailed on the <a href="#">Website</a> and as specified in a LoA or Order (as applicable) and in accordance with the relevant Schedule(s) to this agreement.
"Expenses"	shall refer to those items which are permitted expenses pursuant to the LoA or Order for which the Client shall reimburse KDVI.
"Fees"	shall refer to the fees payable by the Client for the Services, specified in a LoA or Order.
"Force Majeure"	means any cause beyond a party's control such as, but not limited to, acts of God, fires, floods, earthquakes, storms, explosions, epidemics, quarantine, sabotage, riot, civil commotion, and delivery delays by sub-contractors.
"Intellectual Property Rights"	Means patents, utility models, rights to inventions, copyright and neighbouring 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.

“Leadership Development Services”	means leadership programme, team development and executive coaching services that KDVI provides as specified in a LoA or Order (as applicable) and in accordance with the relevant Schedule(s) to this agreement.
"LoA"	means the Letter of Agreement which KDVI provides to the Client setting out the Client's order of Services.
“Order”	means the order form which KDVI provides to the Client for the Client to order the Services.
“Participant”	means the individual who has applied to participate in a Programme and that KDVI has accepted into a Programme by providing written confirmation to Client.
“Professional Development Programme Services”	means the professional development programmes which KDVI provides, whether to an individual or a group of individuals in a classroom setting or virtually as described on the <a href="#">Website</a> and as specified in a LoA or Order (as applicable) and in accordance with the relevant Schedule(s) to this agreement.
“Programme”	means a programme that KDVI provides as described in a LoA or Order.
“Programme Commencement Date”	means the date on which the Programme is due to commence, as referenced in a LoA or Order.
“Reseller”	means a Client who has been approved by KDVI to resell the Development Tools to its end users, pursuant to Schedule 4 and as specified in a LoA or Order.
“Session”	means coaching, training or follow-up session(s) for an individual or group that KDVI provides as described in a LoA or Order.
“Term”	shall refer to the period between the start date and end date during which the Services are to be performed (including the length and number of particular sessions (if applicable)), as more particularly described in an LoA or Order.
“Tuition Fee”	means the fees payable by the Client to KDVI in relation to the Participant's participation in the Programme.
"Website"	means: <a href="http://www.kdvi.com">www.kdvi.com</a>

## Schedule 2 - Leadership Development Services Cancellation & Rescheduling Terms

### I. Cancellation

- I.1 If the Client cancels the Services by giving KDVI at least 90 calendar days written notice before the scheduled start date of the Term, then the Client will pay KDVI:
- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs; and
  - b. 25% of the total Fees remaining to be paid as at the date of cancellation.
- I.2 If the Client cancels the Services by giving KDVI less than 90 days written notice before the scheduled start date of the Term, then the Client will pay KDVI:
- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs; and
  - b. either:
    - i. 50% of the Fees remaining to be paid as at the date of cancellation if KDVI receives such written notice of cancellation less than 90 days but not less than 45 days before the applicable starting date; or
    - ii. 100% of the Fees remaining to be paid as at the date of cancellation if KDVI receives such written notice of cancellation less than 45 days before the scheduled starting date.
- I.3 If the Client cancels the Services by giving KDVI written notice during the Term, then the Client will pay KDVI:
- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs; and
  - b. all Fees remaining to be paid as at the date of cancellation.
- I.4 For the avoidance of doubt, cancellation of the Services does not entitle the Client to a refund of Fees already paid by the Client.

### 2. Rescheduling

- 2.1 If the Client reschedules the Services by giving KDVI at least 90 calendar days' written notice before the scheduled start date of the Term, then the Client will pay KDVI all Expenses that KDVI is unable to

recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs.

- 2.2 If the Client reschedules the Services by giving KDVI less than 90 calendar days' written notice before the scheduled start date of the Term, then the Client will pay KDVI:
- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs; and
  - b. either:
    - (i) 25% of the Fees remaining to be paid as at the date the Client requests a reschedule if KDVI receives such written notice less than 90 days but not less than 45 days before the scheduled starting date; or
    - (ii) 50% of the total Fees remaining to be paid as at the date the Client requests a reschedule if KDVI receives such written notice less than 45 days before the scheduled starting date.
- 2.3 If the Client reschedules the Services by giving KDVI written notice during the Term, then the Client will pay KDVI:
- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as instruments, interviews and design, in addition to travel and other associated costs; and
  - b. all Fees remaining to be paid as at the date the Client requests a reschedule.
- 2.4 Rescheduling of the Services is subject to the availability of a KDVI coach and other relevant employees and contractors. KDVI shall use its reasonable endeavours to make arrangements for the rescheduling of the Services. However, where the parties are unable to agree on the dates with a coach for the execution of the rescheduled Services, the Client's only remedy shall be to cancel the Services in accordance with these Terms.

### **Schedule 3 – Professional Development Programme Services**

#### **1. Delivery of the Programme**

- 1.1 KDVI will use reasonable endeavours to deliver the Programme as described on the Website, or as otherwise agreed with the Client and set out in an Order or LoA.
- 1.2 KDVI shall be entitled to adapt the Programme at any time, to alter the timetable, syllabus, location, number of classes, individual(s) teaching or external service providers, and/or the method of delivery of the Programme, in KDVI's sole discretion and without liability to the Client.
- 1.3 KDVI may cancel the Programme without cause or prejudice at any time by giving the Client notice in writing before the Programme Commencement Date. If KDVI cancels the Programme, it shall refund the Tuition Fee already paid by the Client.
- 1.4 If the Client or the Participant commits a breach of these Terms which results in KDVI cancelling the Programme, or if KDVI cancels the Programme for reasons of Force Majeure, no refund of the Tuition Fee shall be due to the Client.
- 1.5 KDVI shall not be liable for any loss or damage to the Client's property or the Participant's property that occurs whilst Participants are attending the Programme.

#### **2. Client's Obligations**

- 2.1 Client shall pay to KDVI the Tuition Fee before the Programme Commencement Date in full and upon receipt of an invoice from KDVI. Until paid in full, KDVI reserves the right to suspend or exclude the Participant from attending all or any part of the Programme.
- 2.2 If for any reason KDVI cancels the Programme and an alternate date cannot be offered, Client shall be given a full refund. If the Client cancels or defers the Programme 30 days or more before the Programme Commencement Date, a full refund will be given. In respect of cancellation by the Client or if the Client requests KDVI defers the Programme Commencement Date less than 30 days before the Programme Commencement Date, the Client shall pay the Tuition Fee in full, unless otherwise agreed in writing with KDVI.
- 2.3 If Client proposes another Participant attends the session of a Programme, the new candidate will be subject to the same admission process as the original Participant. If the new candidate is accepted by the KDVI Admission Committee, no cancellation fee will apply. Participants shall not be entitled to transfer to another session of the Programme or another module of the Programme after the Programme Commencement Date.
- 2.4 The Client acknowledges and agrees and shall ensure that:
  - a. Participants must be punctual, attend all appropriate lectures, sessions, workshops, practical and theoretical activities of the entire Programme as required by KDVI, and contact KDVI as soon as is practicable if unable to attend any class;



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- b. Participants must at all times behave with honesty, show courtesy, consideration and respect during the course of the Programme. Participants are expected to avoid any behaviour or conduct that could be interpreted as inappropriate by another Participant, KDVI employees or any third party. Inappropriate behaviour may include (without limitation) unwelcome conduct whether verbal, physical or visual that denigrates or shows hostility or aversion toward an individual, including (without limitation) in relation to gender, race, religion, national origin, age, disability or sexual orientation;
- c. Participants shall be responsible for arranging any necessary visas prior to attending the Programme, and the Client acknowledges and agrees that it shall procure that its Participants hold all necessary visas or permits prior to attending the Programme; and
- d. Participants shall not leave any personal belongings unattended at any time.

## Schedule 4 – Development Tool Services

### 1. Development Tools

- 1.1 Client acknowledges that the Development Tools constitute KDVI's Confidential Information and that Client may not sub-license or resell the Development Tools, unless expressly appointed by KDVI as a Reseller pursuant to these Terms.
- 1.2 Client acknowledges that the results of Client's use of the Development Tools are not guaranteed and are based on the information provided to KDVI by Client. Client shall not make available any templates or other documentation provided to it by KDVI as part of the Development Tools to any third party.
- 1.3 Except as may be allowed by applicable law, and except to the extent expressly permitted under these Terms, the Client undertakes that it shall not:
  - a. copy the Development Tools or produce its own versions of the Development Tools nor authorise any third party to do so;
  - b. rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Development Tools; or
  - c. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Development Tools.
- 1.4 Client shall not, unless expressly authorised by KDVI to be a Reseller, purchase Development Tools for its end users or otherwise resell or offer the Development Tools to any third party.
- 1.5 Client acknowledges that KDVI's logo, trade marks and branding ("Trade Marks") will be featured on the Development Tools, and that in reselling the Development Tools, Client must comply with any brand guidelines provided to it by KDVI from time to time. Client further agrees that it will not do or fail to do any act or thing whereby the validity, enforceability or KDVI's ownership of the Trade Marks, or the reputation or goodwill associated with the Trade Marks anywhere in the world, is likely to be prejudiced.

### 2. Reselling Development Tools

- 2.1 Where permitted to do so by KDVI, Reseller shall only resell the Development Tools in accordance with this Schedule, the Conditions and the terms and conditions contained in an Order or LoA.
- 2.2 Reseller undertakes that it shall:
  - a. only resell the Development Tools to third parties with the prior written consent of KDVI, and that it shall be responsible for such third parties' compliance with KDVI's Terms and Conditions, which can be located on our [Website](#); and
  - b. procure that any third party to whom it resells the Development Tools:
    - i. complies with the provisions of paragraph 1.3 of this Schedule; and

- ii. only uses the Development Tools for their own internal business purposes.

2.3 Reseller shall not:

- a. act as, or represent itself as, an agent of KDVI's for any purpose;
- b. pledge KDVI's credit;
- c. give any condition or warranty on KDVI's behalf;
- d. make any representation on KDVI's behalf; or
- e. attempt to commit KDVI to any sales contracts or any other legally binding agreement.

2.4 Reseller shall inform KDVI immediately of any changes in ownership or control of the Reseller, and of any change in its organisation or method of doing business which might affect the performance of the Reseller.

2.5 KDVI reserves the right to make changes to the Development Tools, and shall give notice of any changes to the Development Tools to Reseller as soon as reasonably practicable.

2.6 Reseller shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals. shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

## Schedule 5 – Virtual & Face-to-Face Sessions Cancellation & Rescheduling Terms

### 1. Cancellation of a Virtual Session

- 1.1. If the Client cancels a virtual session by giving KDVI more than 2 business days' notice before the scheduled virtual session, then the Client will not be charged any costs.
- 1.2. If the Client cancels a virtual session by giving KDVI less than 2 business days' notice before the scheduled virtual session, then the Client will be charged:
  - a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interviews, coaching notes, ad-hoc support and design, in addition to associated costs; and
  - b. 100% of the total Fees for the virtual session.

### 2. Cancellation of a Face-to-Face Session

- 2.1 If the Client cancels a face-to-face session by giving KDVI more than 5 business days' notice before the scheduled face-to-face session, then the Client will pay all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interviews, coaching notes, ad-hoc support and design, in addition to travel, hotel and other associated costs. The Client will not be charged the Fees for the face-to-face session.
- 2.2 If the Client cancels a face-to-face session by giving KDVI less than 5 business days' notice before the scheduled face to face session, then the Client will be charged:
  - a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interview, coaching notes, ad-hoc support and design, in addition to travel, hotel and associated costs; and
  - b. 100% of the total Fees for the face-to-face session.

### 3. Rescheduling a Virtual Session

- 3.1 If the Client reschedules a virtual session by giving KDVI more than 2 business days' notice before the scheduled start date of the virtual session, then the Client will not be charged any costs.
- 3.2 If the Client reschedules a virtual session by giving KDVI less than 2 business days' notice before the scheduled virtual session, then the Client will be charged:



- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interviews, coaching notes, ad-hoc support and design, in addition to associated costs; and
- b. 100% of the total Fees for the virtual session.

3.3 Rescheduling of the Services is subject to the availability of KDVI Coach. KDVI shall use its reasonable endeavours to make arrangements for the rescheduling of the Services. However, where the parties are unable to agree on the dates for the execution of the rescheduled session, the Client's only remedy shall be to cancel the session in accordance with this Agreement.

3.4 A virtual session can only be rescheduled once. If the Client wishes to re-schedule a session for a second time, it will be deemed a cancellation of the session and all expenses and Fees will be payable in accordance with the Cancellation clause in this Agreement.

#### 4. Rescheduling a Face-to-Face Session

4.1 If the Client reschedules a face-to-face session by giving KDVI more than 5 business days' notice before the scheduled face-to-face session, then the Client will pay all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interviews, coaching notes, ad-hoc support and design, in addition to travel, hotel and other associated costs. The Client will not be charged the Fees for the face-to-face session.

4.2 If the Client cancels a face-to-face session by giving KDVI less than 5 business days' notice before the scheduled face to face session, then the Client will be charged:

- a. all Expenses that KDVI is unable to recover using commercially reasonable endeavours, including preparatory work such as development tools, interview, coaching notes, ad-hoc support and design, in addition to travel, hotel and associated costs; and
- b. 100% of the total Fees for the face-to-face Executive Coaching session.

4.3 A face-to-face session can only be rescheduled once. If the Client wishes to re-schedule a session for a second time, it will be deemed a cancellation of the session and all expenses and Fees will be payable in accordance with the Cancellation clause in this Agreement.