

THESE ARE THE TERMS AND CONDITIONS OF UNMIND LIMITED, a company registered in England under company number 10310694 whose registered office is at 140 Borough High Street, London, United Kingdom, SE1 1LB, on its own behalf and on behalf of its affiliates and group companies (the “Unmind”). These terms apply to you as a practitioner when you sign up to work with Unmind. By proceeding to work with Unmind, you hereby agree to the terms and a legally binding contract is formed.

We may update these terms from time to time, so please check back regularly to ensure you are aware of the latest version, as this version will apply to you. This version of the terms and conditions are dated 07/11/2024.

WHEREAS:

- (1) Unmind owns and operates ‘Unmind’, a workplace mental health platform designed to empower Employees to measure, understand, and improve their mental wellbeing. Unmind requires assistance in providing its services to Unmind’s Clients and Employees.
- (2) The Practitioner may also use the Platform for booking private clients, in accordance with and subject to the terms of this Agreement.
- (3) The Practitioner has relevant skill, expertise, knowledge, qualifications and experience in the provision of therapy or coaching and wishes to be engaged by Unmind as an independent contractor as described herein subject to, and in accordance with, the terms and conditions of these terms.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In these terms, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means the business of a workplace mental health platform designed to provide digital, remote therapy or coaching and empower Employees to measure, understand, and improve their mental wellbeing;
“Business Day”	means, any day (other than Saturday, Sunday or public holiday) on which banks are open for their full range of normal business in England;

“Confidential Information”	means, in relation to Unmind, information which is disclosed to the Practitioner pursuant to or in connection with these terms (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such), including any information relating to Unmind Clients and Employees, and including without limitation any trade secrets, technical and financial data, and business contacts;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) (“ UK GDPR ”); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Deliverables”	means information, methods, techniques, inventions, processes, reports, drawings, research, know-how, systems, software, Confidential Information, creative works, concepts or other works or material produced, developed or discovered by the Practitioner (including by way of questionnaire or other forms of assessment) relating to the Business or pertaining to, resulting from or suggested by the provision of the Services by the Practitioner during the term of these terms;
“Employee”	means Unmind Client’s employees to whom the Practitioner delivers therapy and/or coaching services;
“Effective Date”	means the date on which the Practitioner’s account is created on the Platform and the Practitioner is deemed to have accepted the terms and conditions of these terms in all respects;
“Fees”	means the fees payable by Unmind to the Practitioner in consideration of the Services, as agreed between the Practitioner and Unmind;

“Intellectual Property Rights”	means any intellectual property rights, including but not limited to, patents, rights to inventions, copyright and related rights, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights;
“Platform”	means Unmind Connect, available at connect.frankie.health which uses video conferencing platforms through which the Practitioner delivers the Services;
“Practitioner Client”	means an Employee that a Practitioner has engaged with directly using the Platform, as per the terms of this Agreement;
“Services”	means the professional therapy and coaching services to be provided by the Practitioner to Practitioner Clients; and
“Unmind Client”	means a company that has engaged Unmind to deliver therapy and/or coaching services to Employees via the Practitioner.

- 1.2 Unless the context otherwise requires, each reference in these terms to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication affected by electronic transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these terms” is a reference to these terms and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these terms; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these terms (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these terms are for convenience only and shall have no effect upon the interpretation of these terms.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any gender.
- 1.6 References to persons shall include corporations.

2. Effective Date, Commencement and Term

These terms shall come into force on the Effective Date and shall continue until terminated by either Party in accordance with Clause 15.

3. Engagement of the Practitioner

- 3.1 Unmind hereby engages the Practitioner to provide the Services, in accordance with the terms and conditions of these terms.
- 3.2 The appointment of the Practitioner under these terms is non-exclusive and Unmind may engage similar services from any employee, worker, contractor or sub-contractor, as necessary for its Business, and the Practitioner may provide services similar to the Services to third parties, provided always that it does not negatively impact the Practitioner's ability to deliver the Services, or cause the Practitioner to breach their confidentiality and data protection obligations provided for in these terms.
- 3.3 The Practitioner understands and agrees that Unmind cannot and does not guarantee that Unmind will require the Practitioner's Services during the term of these terms.

4. Unmind Talk and Unmind Connect

- 4.1 The Practitioner provides the Services to Unmind Clients by way of Unmind Talk sessions. The Practitioner may not provide Unmind Talk sessions to any individual under the age of 18.
- 4.2 The Practitioner may transfer Employees to become a Practitioner Client, only in the event that the Employee has exhausted the entirety of their Unmind Talk session balance. Unmind policies will not apply to Practitioner Clients and, in such cases, the Practitioner is responsible for implementing their own terms and conditions, cancellation policies and other applicable requirements. Unmind has no involvement in the legal relationship between a Practitioner and a Practitioner Client.

5. Status of the Practitioner

- 5.1 The Practitioner's relationship to Unmind is that of an independent contractor and the Practitioner shall have the status of a self-employed person. The Practitioner shall be responsible for all local taxes and contributions (including, but not limited to, income tax and national insurance, corporation tax, or any such equivalent taxes or levies, where applicable) in respect of all amounts paid or payable to the Practitioner under or in relation to these terms.
- 5.2 The Practitioner shall be responsible for all of their expenses, including without limitation membership fees of accrediting bodies and professional associations and criminal record/background checks and, where applicable, VAT or any applicable sales tax.

- 5.3 The Practitioner shall not be subject to the supervision or control of Unmind, and shall provide the Services using their own discretion, within the confines of Unmind's policies and procedures (available on the [Unmind Connect Practitioner Help Centre](#)), these terms, their qualifications, experience, professional accreditations, professional insurance and local clinical best practice. However, Unmind reserves the right to audit the Practitioner in performance of the Services on an ongoing basis.
- 5.4 Where the Practitioner is a private limited company, the Practitioner warrants that it is not nor will prior to the termination of these terms, become a managed service company.
- 5.5 Where the Practitioner is working with a Practitioner Client, the Practitioner is not an independent contractor of Unmind, and Unmind shall have no involvement in the legal relationship between a Practitioner and a Practitioner Client.

6. Practitioner's Obligations and Warranties

- 6.1 The Practitioner shall ensure that the Services are provided in accordance with these terms in all material respects and provide the Services with reasonable skill and care. The Practitioner must abide by the therapy and coaching approaches authorised by Unmind and anything to be used outside of this list must be approved in writing by Unmind.
- 6.2 The Practitioner represents and warrants to Unmind that they have the necessary skill, expertise, knowledge, qualifications, experience and accreditation within the therapy and coaching sector in which they operate, as required by Unmind. Accordingly, the Practitioner represents and warrants to Unmind that they shall:
 - 6.2.1 perform the Services in accordance with best clinical or coaching practice (as applicable) and in compliance with the standards required by their professional regulator and will ensure that all Services produced by them are of the highest quality;
 - 6.2.2 be competent in and committed to delivering only evidence-based therapies as defined by Unmind;
 - 6.2.3 provide Unmind with evidence of their professional qualifications, accreditations, associations and regulations on an annual basis or on immediate demand by Unmind. Where the Practitioner ceases to hold the professional accreditations necessary for provision of the Services, they shall notify Unmind immediately in writing whereupon Unmind reserves the right to terminate these terms in accordance with Clause 14;

- 6.2.4 hold, for the duration of these terms and for two years after termination of these terms, professional indemnity insurance (or the equivalent local insurance) as required by their professional regulator and in accordance with the regulatory requirements of the country or state from which the Services are delivered. Such insurance must be held from a reputable insurer with the minimum coverage as required within the location in which the Practitioner is registered to provide the Services and the Practitioner must provide Unmind with evidence of insurance immediately upon request. The Practitioner shall notify Unmind immediately in writing in the event the policy ceases to be valid and Unmind may immediately terminate these terms. It is acknowledged and agreed that the Practitioners operate as independent contractors. Unmind shall not be held liable for any claims, damages, losses or expenses arising from alleged negligence or malpractice by a Practitioner who lacks adequate individual insurance. The Practitioner hereby agrees to indemnify and hold harmless Unmind from any claims, liabilities, damages or expenses arising from their failure to obtain or maintain adequate individual insurance.
- 6.2.5 provide Unmind with evidence of their insurance on an annual basis or on immediate demand by Unmind;
- 6.2.6 only provide guidance, advice, treatments and services within the confines of their professional accreditation, expertise and qualifications;
- 6.2.7 only interact with Employees via Unmind supported video conferencing systems, practitioners secure email and telephone call, but not by text message, WhatsApp or any other means of communication and by no other means, including without limitation, text message, or WhatsApp unless there is a severe clinical risk or urgency;
- 6.2.8 keep themselves professionally updated in accordance with best practice guidelines issued by their professional regulator;
- 6.2.9 ensure that any personal process notes are kept securely in accordance with best practice, Data Protection Legislation and the terms of these terms;
- 6.2.10 notify Unmind immediately in writing in the event of:
- a) any change to the information they have provided or confirmed to Unmind;
 - b) any change to their regulatory body registration, including conditional registration or any investigations;
 - c) any legal or threatened action against them in connection with their profession;
 - d) any criminal convictions (other than a minor traffic offence); or
 - e) any suspension or dismissal by their regulatory body; and
- 6.2.11 comply with such quality standards and procedures in the performance of the Services as required by Unmind from time to time;

- 6.2.12 comply with all statutes, regulations, byelaws, standards, codes of conduct, professional associations and any other rules relevant to the provision of the Services.
 - 6.2.13 comply with all reasonable requests of Unmind issued from time to time;
 - 6.2.14 be responsible for providing all equipment necessary for the provision of the Services, including without limitation, sufficient internet speed and stability, laptop with video calling functionality, telephone, and software;
 - 6.2.15 ensure that they liaise and interact with Unmind and Employees in a professional, timely and respectful manner at all times. The Practitioner must ensure that, during interactions with Employees, they have a quiet and private space, their video is on, the necessary equipment, reliable internet, and any such matters reasonably expected for seamless and profession interactions;
 - 6.2.16 use their reasonable endeavours to ensure that they are available on reasonable notice to provide such assistance or information as Unmind may require; and
 - 6.2.17 shall comply with Unmind's policies as communicated from time to time, including without limitation data protection, record keeping and document retention policies.
- 6.3 Any breach of any of the warranties contained within Clause 6.2 shall be a material breach of these terms which is incapable of remedy.
- 6.4 The Practitioner agrees that they:
- 6.4.1 shall, if they are unable to provide the Services, such as due to holiday, illness, injury or bereavement, use best endeavours to notify Employees and rearrange appointments. Where not possible, the Practitioner shall notify Unmind in writing as soon as reasonably practicable, or ensure someone does so on their behalf. For the avoidance of doubt, no Fee shall be payable in respect of any period during which the Services are not provided; and
 - 6.4.2 shall not, unless they have been specifically authorised to do so by Unmind in writing:
 - a) have any authority to incur any expenditure in the name of or for the account of Unmind; or
 - b) hold themselves out as having authority to bind Unmind.

7. Company's Obligations

- 7.1 Unmind shall use reasonable endeavours to provide all pertinent information to the Practitioner that is necessary for the Practitioner's provision of the Services and shall use reasonable endeavours to ensure the accuracy and completeness of such information.

- 7.2 Unmind does not provide clinical or medical advice (including emergency medical advice) or clinical supervision to Employees. Accordingly, responsibility for Employee care lies solely with the Practitioner.
- 7.3 Unmind does not provide supervision to the Practitioner. The Practitioner is responsible for arranging their own supervision for Services provided hereunder. The Practitioner is also responsible for risk management and must abide by any local regulations and advice from their professional regulator.

8. Fees and Payment

- 8.1 In consideration of the Services, Unmind shall pay the Fees to the Practitioner in accordance with this Clause 7.
- 8.2 Unmind shall use reasonable endeavours to pay the Fees to the Practitioner on a weekly basis. Unmind are not responsible for payment delays caused by the banking partners of the practitioner.
- 8.3 The Fees shall be paid in the currency agreed during onboarding. Fees will be paid to the Practitioner's nominated bank or building society account, unless agreed otherwise by the Parties in writing. Unmind may be unable to service bank accounts in all jurisdictions. Such limitations will be made clear to the Practitioner ahead of onboarding. In the event a Practitioner's nominated bank or building society account levies fees for the receipt of funds from Unmind, the Practitioner shall be wholly responsible for payment or recuperation of such fees.
- 8.4 The Fees payable are exclusive of VAT or any other relevant local sales taxes, which Unmind shall pay on receipt of a valid VAT or relevant sales tax invoice together with (if required) sufficient evidence of appropriate registration for such taxation purposes.
- 8.5 Where any payment under these terms falls due on a day that is not a Business Day, it may be made on the next Business Day.
- 8.6 Unmind may, at its option, set off against sums due to the Practitioner any sums due to Unmind from the Practitioner (where relevant).
- 8.7 Unmind reserves the right to withhold all or any part of Fees payment otherwise due to the Practitioner if at any time Unmind is not satisfied with the work to which the payment relates. The Practitioner is responsible for confirming that an Unmind Talk session took place, within 5 days of the date of the session. This is a requirement in order to be remitted the Fees by Unmind.
- 8.8 Payment in full or in part of the Fees claimed shall be without prejudice to any claims or rights of Unmind against the Practitioner in respect of the provision of the Services.
- 8.9 Where the Practitioner uses the Platform for Practitioner Clients, as per Clause 5 above, payment will be handled as follows:
- a) Unmind shall retain a fee equating to 5% of the private fee set by the Practitioner on the Platform;

- b) payment will be taken by Unmind immediately upon the Practitioner Client creating an appointment on the Platform;
- c) the Practitioner is fully responsible for ensuring that payment is made by the Practitioner Client; and
- d) Unmind strongly advises the Practitioner not to provide the session to the Practitioner Client until full payment has been made (although this is the responsibility of the Practitioner, and Unmind shall not bear any liability for non-payment by a Practitioner Client).

9. Indemnity

- 9.1 The Practitioner shall be personally liable for and hereby indemnifies Unmind and undertakes to keep it indemnified against all and any liability, loss, damage, costs and expenses of whatever nature (excluding, for the avoidance of doubt, the Fees) incurred or suffered in connection with the Practitioner's provision of the Services or breach of these terms including but not limited to:
 - 9.1.1 any income tax, social security contributions, interest and/or penalties thereon arising in respect of the Practitioner for which Unmind may be called upon to account to any tax authority and/or the disallowance of any sales tax charged in respect of the Services as allowable input tax for Unmind (each of which shall be a "**Claim**") including all reasonable costs and expenses and any penalty, fine or interest paid by Unmind in connection any Claim;
 - 9.1.2 any liability arising from any employment-related claim or any claim based on any status other than that of an independent contractor (including reasonable costs and expenses) brought by the Practitioner against Unmind arising out of or in connection with the provision of the Services;
 - 9.1.3 any act or omission of or any negligence, wilful default or breach of duty by the Practitioner in the provision of the Services or otherwise.
- 9.2 If for any reason Unmind is required to pay any tax, social security contributions, fines, penalties or interest in connection with the payment of the Fees, Unmind is entitled to recover directly from the Practitioner, or to deduct from any sums due to the Practitioner under these terms an amount equal to such payments.

10. Limitation of Liability

- 10.1 This Clause 10 sets out the entire financial liability of the Parties to each other for any breach of these terms, and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with these terms.

- 10.2 Subject to Clause 10.3, Unmind shall not be liable to the Practitioner, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of revenue, loss of goodwill, loss of business opportunity, loss of anticipated saving, business interruption or management time, failure to achieve any benefit expected to be derived from these terms, loss of use of any asset, loss of data recorded on any computer or other equipment, or any special commercial, economic, indirect or consequential damage or loss that may be suffered by the Practitioner that arises out of or in connection with these terms.
- 10.3 Nothing in this Clause 10 or in any other provisions of these terms shall:
- 10.3.1 limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate or wilful misconduct, or for death or personal injury; or
- 10.3.2 exclude or limit the liability of the Practitioner under or in respect of the indemnity given in Clause 9.
- 10.4 Subject to Clause 10.3, the total liability of Unmind arising out of or in connection with these terms (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the Fees paid to the Practitioner under these terms in the 12 months preceding a claim.

11. Confidentiality

- 11.1 The Practitioner undertakes that, except as provided by Clause 11.2 or as authorised in writing by Unmind, they shall, at all times during the continuance of these terms and after its termination:
- 11.1.1 keep confidential all Confidential Information;
- 11.1.2 not disclose any Confidential Information to any other party;
- 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of these terms;
- 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 11.1.5 ensure that none of their directors, officers, employees, agents, contractors, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 11.1.1 to 11.1.4 above.
- 11.2 The Practitioner may:
- 11.2.1 disclose any Confidential Information to:
- a) any subcontractor with the consent of Unmind;
 - b) any governmental or other authority or regulatory body; or
 - c) to a third party in the event that the Practitioner has concerns regarding the safety of the Practitioner Client or Employee, as appropriate,

to such extent only as is necessary for the purposes contemplated by these terms (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under Clause 11.2.1(b) or any employee or officer of any such body) obtaining and submitting to Unmind a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of these terms, or at any time after that date becomes public knowledge through no fault of the Practitioner. In making such use or disclosure, Practitioner must not disclose any part of the Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of these terms for any reason.

12. Data Protection

12.1 In this Clause 12, “**personal data**”, “**processing**”, “**data subject**”, “**controller**”, “**processor**”, and “**personal data breach**” shall have the meanings defined in Article 4 of the UK GDPR, and the terms “**Data Processor**” and “**Data Controller**” shall have the same meanings as “**processor**” and “**controller**” respectively.

12.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 12 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

12.3 For the purposes of the Data Protection Legislation and for this Clause 12, either Party may be both the Data Processor and the Data Controller and this Clause 12 shall be read accordingly.

12.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 1 annexed hereto.

12.5 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under the Contract:

12.5.1 process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;

- 12.5.2 ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures;
 - 12.5.3 ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
 - 12.5.4 not transfer any personal data outside of the UK or the European Economic Area (EEA) without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - a) the Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - b) affected data subjects have enforceable rights and effective legal remedies;
 - c) the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - d) the Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;
 - 12.5.5 assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 12.5.6 notify the Data Controller without undue delay of a personal data breach;
 - 12.5.7 on the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Contract unless it is required to retain any of the personal data by law; and
 - 12.5.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 12.6 The Data Processor shall not subcontract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller. In the event that the Data Processor appoints a sub-processor, the Data Processor shall:
- 12.6.1 enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 11 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

- 12.6.2 ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 12.7 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause 12, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to these terms.
- 12.8 The Parties agree that they shall comply with the Infosec Addendum appended to these terms at Schedule 2.

13. Intellectual Property Rights

- 13.1 For the duration of the Practitioner's provision of the Services under these terms, they will have access to Unmind's Intellectual Property, including without limitation all content made available to the Practitioner by Unmind on the Platform. The Practitioner has the right to use the Intellectual Property in provision of the Services, but the Practitioner is not permitted to duplicate, demonstrate, assign, sell, sub-license, modify or provide copies to third parties, including without limitation any of the clients, customers or patients of the Practitioner that are not, nor have never been, clients or customers of the Company, for any purpose whatsoever. The Company retains and reserves its Intellectual Property Rights at all times and nothing in these terms shall transfer its Intellectual Property Rights to the Contractor or to any third party.
- 13.2 The Practitioner hereby irrevocably assigns to Unmind, including by way of future assignment, with full title guarantee, absolutely and free from all encumbrances, all right, title and interest in any and all Intellectual Property Rights in, or relating to, the Deliverables, together with all accrued rights of action in respect of any such Intellectual Property Rights.
- 13.3 The Practitioner will, without charge to, but at the cost and expense of, Unmind, execute and do all such acts, documents, matters and things as may be necessary or reasonably required to obtain protection for any Intellectual Property Rights in any of the Deliverables or in any improvements or developments of or to the Deliverables and to vest title to the Intellectual Property Rights in, or relating to, the Works in Unmind (or such company as it directs) absolutely.

- 13.4 The Practitioner acknowledges that no further remuneration or compensation other than that provided for in these terms is or may become due to the Practitioner in respect of the performance of their obligations under this Clause 13.

14. Force Majeure

- 14.1 No Party to these terms shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party (“**Force Majeure**”). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic, pandemic, governmental action or any other similar or dissimilar event or circumstance that is beyond the control of the Party in question.
- 14.2 In the event that a Party to these terms cannot perform their obligations hereunder as a result of Force Majeure for a continuous period of [14] days, the other Party may at its discretion terminate these terms by written notice at the end of that period. In the event of such termination, Unmind shall pay the Practitioner for all Services rendered up to the date of termination.

15. Termination

- 15.1 Either Party may terminate these terms at any time on giving to the other Party not less than 28 days’ prior written notice. During the notice period, the Practitioner will use best endeavours to ensure all outstanding Services are completed at the required standard of a competent therapist or coach working in their industry.
- 15.2 Without prejudice to the provisions of Clause 15.1, Unmind shall be entitled to terminate these terms with immediate effect on serving written notice on the Practitioner, notwithstanding any other rights and remedies it may have, in the following circumstances:
- 15.2.1 if the Practitioner is guilty of very serious or gross misconduct that affects the Business;
 - 15.2.2 if the Practitioner commits a material breach of these terms, which for the avoidance of doubt includes a breach of the warranties in Clause 6.2;
 - 15.2.3 if the Practitioner refuses or fails to obey Unmind’s reasonable orders;
 - 15.2.4 if the Practitioner is, in Unmind’s reasonable opinion, negligent (meaning unreasonably careless) or incompetent in carrying out their duties;
 - 15.2.5 if the Practitioner commits a criminal offence (other than a minor traffic offence);

- 15.2.6 if the Practitioner is declared bankrupt, or makes an arrangement with creditors they owe money to delay or put off their debts, or they have an administration order made against them in relation to those debts; or
- 15.2.7 if the Practitioner is guilty of fraud or dishonesty, or acts in a manner which Unmind believes damages its reputation.
- 15.3 The termination of these terms shall be without prejudice to any rights which have already accrued to either of the Parties under these terms.

16. Effects of Termination

Upon the termination of these terms for any reason:

- 16.1 any sum owing by either Party to the other under any of the provisions of these terms shall become immediately due and payable;
- 16.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these terms shall remain in full force and effect;
- 16.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of these terms which existed at or before the date of termination;
- 16.4 subject as provided in this Clause 16 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 16.5 the Practitioner shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to Unmind any documents in their possession or control which contain or record any Confidential Information.

17. Restrictions on the Practitioner

- 17.1 During the period of the Practitioner's engagement by Unmind and for a period of 24 months following termination of these terms, the Practitioner must not without the prior written consent of Unmind:
 - 17.1.1 deal directly with any Unmind Client or Employee with whom the Practitioner interacted with during the previous 12 months, unless Clause 5 above applies, or if there is a clinical requirement to see the Employee face-to-face;
 - 17.1.2 solicit or entice away from Unmind any supplier to Unmind who has supplied goods and/or services to Unmind during the previous 12 months, if that solicitation or enticement causes or would cause such supplier to cease supplying, or materially reduce its supply of, those goods and/or services to Unmind; and

- 17.1.3 solicit or entice away from Unmind or employ or (directly or indirectly) offer employment or a consultancy to any person who, at or during the previous 12 months was an employee, director, officer or consultant of Unmind and likely to be in possession of Confidential Information relating to, or able to influence the customer relationships or connections of, Unmind.
- 17.2 The Practitioner hereby agrees that during the term of these terms and for 2 years thereafter, they shall not, either directly or indirectly, make, express, transmit, speak, write, verbalise or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, defamatory, or critical of, or negative toward, Unmind, the Business, or any of Unmind's businesses or business practices, including, but not limited to, the management style, strategies, decisions, or Unmind's products or services. This includes, but is not limited to, any such statement made or communicated on any social media platforms, blogs, public or private forums, or other similar platforms.
- 17.3 Breach of Clause 17.2 will be considered a material breach of these terms, and Unmind reserves the right to pursue all remedies available to it under law, which may include, but is not limited to, damages, injunctive relief, and specific performance.
- 17.4 Nothing in Clause 17.2 prohibits the Practitioner from making any truthful statement to the extent (i) necessary with respect to any litigation, arbitration or mediation involving these terms, including, but not limited to, the enforcement of these terms, or (ii) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction to order the Practitioner to disclose or make accessible such information.
- 17.5 The Independent Contractor acknowledges and agrees that the restrictions in Clause 17.2 are reasonable and necessary to preserve and protect the good name, reputation and legitimate business interests of Unmind and are commensurate with these concerns and do not impede the Practitioner ability to provide the Services under these terms.

18. No Waiver

No failure or delay by either Party in exercising any of their rights under these terms shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of these terms into full force and effect.

20. Assignment and Subcontracting

This Agreement is personal to the Parties and neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of their rights hereunder, or sub-contract or otherwise delegate any of their obligations hereunder without the written consent of the other Party.

21. Relationship of the Parties

Nothing in these terms shall create or be deemed to constitute or give rise to a partnership, joint venture, agency or any employment relationships between the Parties, or any other fiduciary relationship, other than the contractual relationship expressly provided for in these terms.

22. Notices

Any notice sent under these terms must be in writing and must be sent by email to Unmind at support@unmind.com and by email to the Practitioner to the email connected with the Practitioner's account on the Platform.

Time of delivery shall be the time of transmission. This shall not apply to the service of legal proceedings.

23. Entire Agreement

23.1 These terms contain the entire agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous discussions, negotiations, representations, or understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

23.2 Each Party acknowledges that, in entering into these terms, it does not rely on any representation, warranty or other provision except as expressly provided in these terms, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23.3 Unmind may provide opportunities to Practitioners outside of practice with Employees from time to time. In such cases, in the event of a conflict between these Terms and the separate agreement, the terms of that separate agreement will prevail.

24. Counterparts

These terms may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severance

In the event that one or more of the provisions of these terms is found to be unlawful, invalid or otherwise unenforceable, then that/those provision(s) shall be deemed severed from the remainder of these terms. The remainder of these terms shall be valid and enforceable.

26. Variation

No variation of these terms shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

27. Third Party Rights

27.1 Except as expressly provided elsewhere in these terms, a person who is not a party to these terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms. This does not affect any right or remedy of a third party which exists, or is available, apart from that act.

27.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these terms are not subject to the consent of any other person.

28. Dispute Resolution

28.1 In the event of any dispute, controversy, or claim arising out of or relating to these terms, including its interpretation, performance, breach, or termination, the Parties shall make every effort to resolve the dispute amicably through good-faith negotiations.

28.2 If the Parties are unable to reach a resolution within 30 days from the date one Party notifies the other Party of the dispute in writing, either Party may initiate mediation. The Parties agree to engage in the mediation process in good faith and will share equally in its costs.

28.3 If mediation does not result in a resolution within 30 days from the commencement of mediation, either Party may initiate arbitration.

28.4 The decision or award rendered by the arbitrator(s) shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction. The Parties agree that any arbitration award may be entered as a judgement in any court of competent jurisdiction.

28.5 Nothing in this Clause shall prevent either Party from seeking injunctive or equitable relief from a court of competent jurisdiction in cases where such relief is necessary to prevent immediate or irreparable harm.

28.6 This Clause shall survive the termination or expiration of these terms.

29. Governing Law and Jurisdiction

Subject to Clause 28, these terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to these terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

By creating an account on the Platform, the Practitioner is deemed to have accepted the terms and conditions of these terms in all respects and agrees to comply with it.

SCHEDULE 1

Data Processing	
Scope	The processing of personal data required in order for the Practitioner to provide the Services and for Unmind to receive the Services.
Nature	Collecting, processing and storing of such personal data.
Purpose	To enable the Practitioner's provision of the Services and Unmind's receipt of the Services.
Duration	For the term of the Agreement
Types of personal data	
<p>The types of personal data that the parties may process during provision of the Services may include:</p> <p>Full name Title (Mr/Mrs/Ms etc) Email address Home address Current Location Phone number(s) Date of Birth Gender Job title/Occupation Business Name Personal data relating to health, mental health and employment status Next of kin contact details.</p>	
Categories of Data Subject	
<p>Employees Customers/Unmind Clients</p>	

SCHEDULE 2

INFOSEC ADDENDUM

All Practitioners shall adhere to the following baseline Information Security Requirements to ensure compliance with the appropriate 'technical and organisational' measures and security controls stipulated within applicable regional Data Protection and Privacy Regulations.

All Practitioners shall immediately notify Unmind in the event of a breach of any of these terms, if their equipment containing Practitioner Client data is lost or stolen, or if there is any possible breach of data security.

These controls listed below must be implemented in order to counter the risks associated with managing the confidentiality, integrity and availability of Unmind Talk clients personal and sensitive information:

Endpoint Security:

- All laptop/desktop devices used to access and store Employee personal data must have hard drive encryption enabled (for example, FileVault for Mac and Bitlocker for Windows devices).
- All laptop/desktop devices and mobile phones used to store or access Employee / user data must be password or pin protected to ensure against unauthorised access to user data.
- Any removable devices (USB drives, Flash drives) used to store any sensitive client information, including client session notes and communications must be encrypted.
- Malware and virus protection software must be installed on all devices used to access and store client data.
- Operating systems and applications must be kept up to date with the latest security patches.
- All devices should be trackable and wiped remotely should they be lost or stolen.

User Authentication and Passwords:

- Practitioners must implement strong user authentication mechanisms such as complex passwords (at least 10 characters with a mixture of upper/lower case, numerical digits and special characters) and make use of two-factor authentication (2FA) wherever possible for your most critical applications and accounts.

Physical Security:

- Physical security measures must be implemented to protect any physical records or devices that store client information. Lockable cabinets or rooms should be used, and
- Proper disposal procedures for physical documents such as using a cross shredder should be used.

Network Security:

- Practitioners must use secure and trusted networks to access the internet, and must change default router passwords where applicable.
- Practitioners must be aware of the risks of using public wifi internet access points and wherever possible connect their devices using 4/5G connectivity or a VPN service when in public wifi locations.

Regulatory Compliance:

- Practitioners must comply with relevant data protection and privacy regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) in the United States or the General Data Protection Regulation (GDPR) in the European Union, depending on your jurisdiction.

These requirements provide a starting point for enhancing information security. It's important to assess your specific needs, consult with legal professionals or cybersecurity experts, and stay updated on evolving security threats and best practices within this industry