Terms of Business

31 March 2026

These Breen & Associates – Results Through People Terms of Business (the 'Terms') set out the terms on which we provide and charge for our services. By signing the Letter of Engagement, you agree to be bound by these Terms of Business. Our aim is to provide you with professional HR & People services which meet your requirements in a cost-effective manner.

In addition to our core HR services, we may facilitate access to various Third-Party Services (including but not limited to cloud-based HR software, payroll systems, and employee wellbeing platforms) as optional services to enhance your HR management capabilities.

Should you decide to opt for any Third-Party Services, you acknowledge that your use of such services shall be governed by the relevant Third-Party Terms established by the applicable provider, in addition to the specific provisions regarding Third-Party Services contained within these Terms.

If you instruct us to act for you, and we accept those instructions, we will issue you with our Letter of Engagement. These Terms should be read in conjunction with our Letter of Engagement. Your selection of specific Third-Party Services, if applicable, along with any service-specific billing terms, will be recorded in the Letter of Engagement.

1. Definitions and Interpretation

1.1. In these Terms, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Academy Event(s)	means all public webinars, live online training sessions, interactive workshops, and on-demand courses provided by us via our Online Training Academy;
Agreement	means the agreement between us and you which shall be deemed to incorporate these Terms and the terms on any individual Letter of Engagement;
Artificial Intelligence (AI) Tools	means any machine learning models, large language models (LLMs), automated transcription services, or generative AI bots (including but not limited to Zoom AI Companion, ChatGPT, or Otter.ai) capable of processing, summarising, or replicating audio, video, or text data;
Breen & Associates – Results Through People/ we/ us/ our	means APower 3 Coaching, Training & Mind Freedom Ltd, a company incorporated and existing under the laws of England and Wales, with registration number 10567077, with its registered office at 5 Ducketts Wharf, South Street, Bishop's Stortford, United Kingdom, CM23 3AR;

Bribery Legislation	the Bribery Act 2010;
Business Day	a day other than a Saturday or Sunday, on which banks are open for normal business in England and Wales;
Candidate	means a person Introduced by Breen & Associates – Results Through People to the Client to be considered for Placement;
Client / you / your	means the client, a person/company (including their employees, agents or assigns), who purchases and/or receives the service(s) from us;
Coach	means an individual employed or associated with Breen & Associates – Results Through People, who is qualified and authorised to deliver professional Coaching Services to the Client;
Coaching Services	means professional development and support provided by the Coach to the Client aimed at enhancing the Client's performance, achieving specific business or personal goals, and facilitating growth in areas related to human resources, business management, and professional skills. This may include one-on-one sessions focusing on leadership development, strategic planning, team dynamics, career advancement, and overall organisational effectiveness. The Coach may also integrate alternative disciplines and tools, including Mindfulness, the DISC Model of Human Behaviour, Neuro-Linguistic Programming (NLP), and Emotional Freedom Technique (EFT);
Commencement Date	means the date specified in the Letter of Engagement on which the provision of Services to the Client by Breen & Associates – Results Through People is to commence;
Confidential Information	all information or data (in whatever form) on any media (paper, electronic, magnetic, etc.) as well as information transmitted orally or in any other way of a confidential or proprietary nature disclosed to or received by Breen & Associates – Results Through People relating to, without limitation, the Services, products, business or proposed business, clients, finances, transactions, staff and affairs of the Client and/or Breen & Associates – Results Through People, including Intellectual Property Rights and trade secrets;
Contract Year	means each successive period of twelve (12) months commencing on the Commencement Date or any anniversary thereof during the term of the Engagement;
Day	for the purposes of charging Fees and project work, equates to 7 hours;

Data Protection Legislation	means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including without limitation (i) the Data Protection Act 2018; (ii) the UK General Data Protection Regulation as it forms part of the law in the UK by virtue of section 3 of the European Union Withdrawal Act 2018; (iii) the UK Privacy and Electronic Communications Regulations 2003; and, where relevant, (iv) the EU General Data Protection Regulation 2016;
Delegates	means any individual attending or accessing a Session, whether they purchased the access directly, or access was purchased on their behalf by their employer or another Client;
Engagement	the engagement of Breen & Associates – Results Through People by the Client for the provision of services as outlined herein;
Fair Usage	means the principle by which the Unlimited HR Advice & Support Model is governed to ensure the equitable and commercially sustainable allocation of resources across all clients of Breen & Associates – Results Through People. Fair usage shall be assessed at the sole discretion of Breen & Associates – Results Through People, acting reasonably and in good faith, and shall take into account the volume, frequency, duration, and complexity of the Client's requests over time. Particular consideration will be given to whether the Client's usage materially exceeds what is typical or reasonably expected from a similarly situated client in comparable circumstances. Fair usage ensures the ongoing viability of the service offering and preserves consistent, high-quality support across the client base.
Fees	the meaning given to it in clause 11 hereof;
HR Services	means the provision of day-to-day human resources advice and support by Breen & Associates – Results Through People in accordance with clause 5 of these Terms of Business. Such services include, but are not limited to, unlimited advisory support subject to Fair Usage ("Unlimited HR Advice & Support Model"), guidance on employee relations, performance management, disciplinary and grievance matters, employment law compliance, HR strategy development, succession planning, access to HR documentation and templates, and the development and review of HR policies and procedures. HR Services may also include training sessions and workshops, access to digital HR audits and reports, and certain project-based or recruitment-related tasks where expressly set out in the Letter of Engagement or

	relevant HR Advice & Support Model service tier. For the purposes of these Terms of Business, the "Unlimited HR Advice & Support Model" refers to the delivery of HR Services on a retained basis, meaning the services are provided on an ongoing, structured, and contractual arrangement. The associated retainer refers to the fixed recurring Fee payable in advance for the scope of services defined within the selected HR Advice & Support Model service tier where advisory support, document access, and other services defined within the applicable HR Advice & Support Model service tier are provided for a fixed agreed Fee (whether monthly, annually, on a multi-year basis, or as otherwise specified in the Letter of Engagement), subject to Fair Usage. For the matter of clarity, HR Services do not include Coaching Services, Recruitment Services, Training Services, Mental Health & Wellbeing Services, or administrative support functions, unless expressly stated otherwise in the Letter of Engagement or included within the relevant HR Advice & Support Model service tier.
Intellectual Property Rights	any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Interest Rate	interest on the overdue invoice amount at the rate of 8% per annum above the Bank of England base rate, accruing on a daily basis from the due date until payment is received in full. This is in line with the Late Payment of Commercial Debts (Interest) Act 1998;
Letter of Engagement	means a document signed separately by the parties, which sets out the specific terms and conditions of our work with you and forms the legal basis of Engagement;
LMS	means Learning Management System, being the third-party software platform or digital infrastructure utilised by Breen & Associates – Results Through People to host, manage, and deliver the Online Training Academy content;
Mental Health & Wellbeing Services	means non-medical support provided as part of Coaching

	Services, aimed at promoting mental wellness, resilience, and a positive work-life balance among individuals or employees. These services do not constitute medical advice, diagnosis, or treatment and are not a substitute for professional medical care. For serious physical or mental health concerns, individuals are advised to seek assistance from qualified healthcare providers;
Online Training Academy	means the digital platform, sub-domain, or dedicated online learning environment operated by us (and/or our third-party software providers) through which we market, host, and deliver our live and on-demand Academy Events;
Personal Data	means data relating to an individual who can be identified (directly or indirectly) from that data;
Placement	means the employment, hire, or other use, directly or indirectly, and whether under a contract of service, contract for services, or otherwise, and/or whether on a permanent, temporary, or other basis, of a Candidate by or on behalf of the Client, and Replacement is to be interpreted accordingly;
Pricing	means the fees, service entitlements, and terms as set out on the Breen & Associates – Results Through People website at www.breenassociates.co.uk/pricing, or as otherwise agreed in writing between the Client and Breen & Associates – Results Through People, which may vary depending on the service package or HR Advice & Support Model service tier selected.
Recruitment Services	means the full-scope delivery of recruitment support (as defined in clause 6 herein) conducting searches for Candidates for vacancies that the Client has notified to Breen & Associates – Results Through People and the Introduction of them to the Client by Breen & Associates – Results Through People. The Recruitment Services also include advertising the roles on a number of different platforms, paying for an Applicant Tracking System, sifting CVs, conducting initial interviews, and providing assistance in moving Candidates through the recruitment process. This includes liaising with the Client and Candidates at every stage of the interview and selection process, up to and including the Candidate's start date of employment. For the avoidance of doubt, Recruitment Services refer to the complete recruitment offering provided in accordance with clause 6 herein under a separate fee arrangement and do not include limited or ad hoc recruitment-related support available under HR Services as part of the Unlimited HR Advice & Support Model, as further set out in Section 5 of these Terms of Business.
Services	means the services, including any goods and materials, detailed in the Letter of Engagement to be supplied by us to you;

Session(s)	means any Academy Event, private commissioned training, coaching session, in-person workshop, or any other professional service, consultancy, or interactive engagement provided by Breen & Associates – Results Through People, regardless of the delivery format or platform;
Termination Date	the date of termination of these Terms for whatever reason;
Third-Party Services	means any software platforms, applications, employee assistance programmes, or other ancillary services provided by independent Third-Party Providers (including but not limited to HR information systems and mental health platforms) which are resold, administered, or introduced by Breen & Associates – Results Through People to the Client.
Third-Party Provider	means the independent third-party vendor, licensor, or supplier of the Third-Party Services.
Third-Party Terms	means the end-user license agreements (EULAs), terms of use, privacy policies, and other contractual terms established by the Third-Party Providers, which govern the Client's access to and use of such services.
Training Services	mean professional people training services including but not limited to training around human behaviour, mindset, performance, individual & team productivity, Mental Health & Wellbeing Services;
Work	any and all materials, documents, operating or training manuals, instructions, notes and data in whatever form, including hard copy and electronic form, created or developed by Breen & Associates – Results Through People in providing the Services.

1.2. In these Terms:

1.2.1. any reference to these Terms or to any other document will include its schedules, appendices and annexes (if any) and any permitted variation or amendment to these Terms or such other document;

1.2.2. any reference to a clause or schedule is, except where expressly stated to the contrary, reference to the relevant clause of or schedule to these Terms;

1.2.3. a reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of these Terms) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;

1.2.4. the words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.5. the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;

1.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

1.2.7. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.8. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.9. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

2. Application

2.1. These Terms shall apply to the provision of Services by Breen & Associates – Results Through People to the Client, to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2. In the event of conflict between these Terms and the Letter of Engagement, the terms of the Letter of Engagement shall prevail.

2.3. These Terms may be varied by Breen & Associates – Results Through People from time to time. It is your responsibility to review the current version of the Terms, which is available on our website at www.breenassociates.co.uk/Terms-of-Business. By continuing to use the Services, you agree to be bound by the most recent version of the Terms.

2.4. If you do not accept the revised Terms, you should notify Breen & Associates – Results Through People accordingly. In such a case, the existing Terms will apply to any Services already contracted for the duration of the current period of service provision, except where changes are legally required at our sole and absolute discretion. However, by requesting further Services after any changes have been made, you will be deemed to have accepted the revised Terms in full.

3. Commencement and Duration of Engagement

3.1. The Engagement will commence on the Commencement Date and will continue unless or until terminated in accordance with the Agreement.

4. Provision of Services

4.1. During the term of the Engagement, Breen & Associates – Results Through People will:

4.1.1. provide the Services with reasonable care and skill and in all material respects in accordance with these Terms;

4.1.2. keep the Client informed of progress on projects in which Breen & Associates – Results Through People is engaged by reference to the agreed milestones (if any) set out in the Letter of Engagement.

4.2. Breen & Associates – Results Through People will use all reasonable skill and care to perform the Services identified in the Letter of Engagement or otherwise agreed in writing under these Terms. Unless expressly agreed in writing, no further conditions, warranties or representations are given by Breen & Associates – Results Through People in relation to the Services and any such terms, including the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, are excluded to the fullest extent permitted by law. Where the Services include HR Services, the provisions of Clause 5 shall apply in addition to this clause 4 and, in the event of any conflict, the provisions of Clause 5 shall take precedence.

4.3. Breen & Associates – Results Through People shall use all reasonable endeavours to meet any performance dates for the Services specified verbally or in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.4. Breen & Associates – Results Through People will, as soon as reasonably practicable, notify the Client if, for any reason at any time during the Engagement, it is unable to provide the Services as required by the Client in accordance with the Agreement.

4.5. Notwithstanding any agreed milestones or performance dates, Breen & Associates – Results Through People is not obligated to provide immediate responses to any Client requests unless explicitly agreed upon in writing. Breen & Associates – Results Through People shall not be held liable for any delays or failures to respond within a timeframe that is deemed unreasonable, including any instances where Breen & Associates – Results Through People is out of action due to unforeseen circumstances, provided that such delays are communicated to the Client as soon as reasonably practicable.

4.6. Breen & Associates – Results Through People will not:

4.6.1. hold itself as having authority to bind the Client; nor

4.6.2. have any authority to incur any expenditure in the name of or on behalf of the Client.

4.7. Breen & Associates – Results Through People may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions that are incidental to the provision of the Services.

4.8. The Client acknowledges that the effectiveness of the Services is dependent on the quality, completeness and timeliness of information, documentation, instructions, and access to personnel provided by the Client. Breen & Associates – Results Through People shall not be responsible for any delay or deficiency in the Services arising from any failure by the Client in this regard.

4.9. Unless expressly stated in the Letter of Engagement, Breen & Associates – Results Through People does not provide legal, tax, or regulated financial advice, and the Client shall obtain such advice independently from appropriately qualified professionals where required.

5. HR Services

5.1. Where the Client has engaged Breen & Associates – Results Through People to provide HR Services, the terms of this Clause 5 shall apply in addition to the general provisions set out in this Agreement. Some HR Services may be provided on an “unlimited” basis as part of a retainer, subject to the Fair Usage policy and provisions set out in clause 5.3 below. Breen & Associates – Results Through People reserves the right, at its sole discretion, to amend, modify, or update the scope of Services provided under each HR Advice & Support Model service tier at any time. Breen & Associates – Results Through People will use its best efforts to notify the Client in advance of any such changes, which will apply to the Client’s Services going forward.

The Client acknowledges that the number of employees is of the essence for determining Fees for each HR Advice & Support Model service tier. The final quote for any HR retainer subscription is based on the number of employees and workload changes (if any) advised by the Client at the commencement of or during the Engagement. Each HR Advice & Support Model service tier covers up to 10 employees. Should your organisation exceed this number, a tailored pricing arrangement shall apply. The Client is obliged to promptly notify Breen & Associates – Results Through People of any increases or decreases in staff numbers during the course of the Engagement. This includes situations where the Client hires additional employees after signing the Agreement. In the event of any such changes, Breen & Associates – Results Through People will adjust the Fees accordingly to reflect the service coverage required for the updated employee count. All such adjustments will be communicated and discussed with the Client prior to implementation.

5.2. The HR Services may include, but are not limited to, any of the following: advice and support on employee relations, performance management, HR strategy and transformation, policy and handbook creation, grievance and disciplinary processes, redundancy processes, TUPE, and general employment law advice. The scope of Services shall be outlined in the Letter of Engagement or otherwise agreed between Breen & Associates – Results Through People and the Client.

5.3. Where unlimited HR advice and support is provided under a retainer arrangement, such support is provided within the HR Advice & Support Model service tier selected by the Client and shall be subject to a Fair Usage policy (as defined in clause 1.1), which is intended to ensure that the provision of Services remains commercially viable and that resources are allocated equitably across all clients, and to prevent disproportionate demands that may compromise service quality or availability to other Clients. Breen & Associates – Results Through People shall determine Fair Usage at its sole discretion, acting reasonably and in good faith.

Fair Usage shall be assessed with reference to the volume, frequency, duration, and complexity of the Client's requests over time. Particular consideration will be given to whether the Client's usage materially exceeds what is typical or reasonably expected from a similarly situated client in comparable circumstances.

Standard consultation sessions are typically limited to thirty (30) minutes per issue, and HR advice is delivered via telephone or email during Business Days. Fair Usage includes, but is not limited to:

- ensuring that the volume of queries does not exceed what may reasonably be expected in the ordinary course of business for the Client's size and sector;
- avoiding excessive, repetitive, or speculative queries without material updates; and
- refraining from using HR Services as a substitute for full-time, in-house HR support.

Where a matter requires more extensive involvement – including, but not limited to, multiple calls, substantial research, or complex document preparation – it shall be classified as project work. Such services shall be subject to a separate scope, terms, and fees to be agreed in writing in advance. Time spent in excess of the agreed allocation will be charged at the standard hourly rate unless otherwise agreed.

Breen & Associates – Results Through People reserves the right to review the Client's Fees and/or HR Advice & Support Model service tiers, propose adjustments, or charge for excess usage at its standard hourly rate, where usage exceeds acceptable thresholds as assessed under this Fair Usage policy. Any time spent beyond the Fair Usage limits may be subject to additional charges at the standard hourly rate unless otherwise agreed.

5.4. Clients may request an upgrade to their HR Advice & Support Model service tier at any time. Downgrades shall only be permitted following the initial twelve (12) months of the Engagement and

are subject to a minimum of thirty (30) calendar days' prior written notice. For the avoidance of doubt, if notice of downgrade is given in month ten (10), the change shall take effect from month twelve (12); if given in month twelve (12), the change shall take effect from month thirteen (13). The standard ninety (90) calendar days cancellation notice period shall continue to apply for the Client following the initial twelve (12) month minimum term.

5.5. HR advice will be delivered primarily via telephone or email during Business Days. A "standard consultation session" is considered advice on a single issue lasting no more than 30 minutes. Where, in the reasonable opinion of Breen & Associates – Results Through People, a matter requires multiple sessions, material research, or extensive documentation (such as bespoke contracts or letters), it will be reclassified as project work. In such cases, separate terms, timelines, and fees will be agreed in writing before any further work is undertaken.

5.6. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement, Breen & Associates – Results Through People may endeavour to assign a dedicated HR Consultant to the Client for continuity and consistency of support. However, the Client acknowledges that Breen & Associates – Results Through People retains full discretion in allocating personnel based on availability, experience, and service demands. Alternative personnel may be assigned during periods of leave, illness, or high service volume.

5.7. Breen & Associates – Results Through People shall provide employment law news alerts to the Client via email as and when material changes to employment law occur. Such updates are not issued at regular intervals and are intended to support general awareness rather than constitute legal advice.

5.8. On commencement of the Engagement, the Client shall have access to the instant online HR audit tool 'Get Your Employer Action Plan' available at https://breenassociates.scoreapp.com/. The audit results and accompanying action plan are intended solely for guidance and informational purposes and do not constitute legal advice. Although reasonable efforts are made to ensure the information reflects applicable UK employment law, the accuracy and suitability of recommendations are contingent upon user input. The Client remains responsible for obtaining professional or legal advice as appropriate. Breen & Associates – Results Through People disclaims all liability for any actions taken or not taken based on such results.

5.9. The Client may be entitled to one annual People & Business Growth Strategy Session, lasting up to one hour, delivered virtually unless otherwise agreed in writing, subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement .

5.10. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement,, the Client may be entitled to up to three (3) individual or team Business Coaching Sessions annually, each lasting up to 45 minutes, delivered virtually unless otherwise agreed in writing.

5.11. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement,, Breen & Associates – Results Through People may support the development and alignment of the Client's HR strategy with its business objectives by facilitating an annual three-hour virtual workshop and providing an accompanying HR Strategy Document.

5.12. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement, Breen & Associates – Results Through People may facilitate an annual four-hour virtual Succession Planning Workshop, followed by provision of a tailored Succession

Plan Document for the Client.

5.13. Clients shall be granted core or full access (as specified in the Letter of Engagement) to the HR Policy Library, with usage limited to a maximum of three (3) designated users per business.

5.14. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement,, Clients may receive high-impact recruitment support and strategic guidance for up to three (3) roles. This includes job evaluation, salary and bonus benchmarking, and up to two (2) psychometric online assessments with full DISC reports per role (i.e., six (6) assessments in total).

5.15. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement, Breen & Associates – Results Through People may provide a full-day Line Manager Essentials Training session, delivered either virtually or in person. Where delivered in person, the Client shall bear all reasonable travel time, travel expenses, and accommodation costs incurred by Breen & Associates – Results Through People, which shall be communicated in advance.

5.16. Subject to the scope of Services under the Client's selected HR Advice & Support Model service tier (as amended from time to time and as set out in the up-to-date Pricing), and any additional Services detailed in the Letter of Engagement, Breen & Associates – Results Through People may provide a full-day Performance Training session, delivered either virtually or in person. Where delivered in person, the Client shall bear all reasonable travel time, travel expenses, and accommodation costs incurred by Breen & Associates – Results Through People, which shall be communicated in advance.

5.17. Where the Client purchases access to the EAP service (Employee Assistance Programme) provided by "Life & Progress" through Breen & Associates – Results Through People, the service contract shall be entered into directly between the Client and Life & Progress. Breen & Associates – Results Through People shall not be a party to that contract, and the Client shall be bound by Life & Progress's separate terms and conditions.

5.18. Where HR administration services are included, the agreed fees are based on the number of employees advised by the Client at the commencement of the Engagement. Unlike the standard HR Advice & Support Model service tiers, the HR Administration service is chargeable from the first employee and is not subject to the 10-employee inclusive threshold. If the level of HR administrative support required materially exceeds that anticipation, Breen & Associates – Results Through People reserves the right to adjust future fees and/or issue supplemental invoices to reflect the additional work. This applies notwithstanding the Client's accurate disclosure of headcount, where the volume, frequency, or complexity of support required materially exceeds what may reasonably be anticipated for that number of employees in the ordinary course of business. The Client is obliged to promptly notify Breen & Associates – Results Through People of any changes in headcount during the Engagement. In the event of increased employee numbers not communicated in a timely manner, Breen & Associates – Results Through People reserves the right to apply pricing adjustments retrospectively. Such adjustments shall be discussed with the Client in the first instance. The HR Administration service does not include annual salary increases or salary reviews unless expressly agreed in writing.

5.19. Where the "Employee HR Helpline" and/or "Manager HR Helpline" services are selected by the Client as optional add-ons, the corresponding fees shall be determined with reference to the total number of employees notified by the Client at the commencement of the Engagement. These services are excluded from the ten (10) employee inclusive threshold applicable to standard HR Advice & Support Model service tiers and shall be chargeable from the first (1st) employee. The Client shall have a continuing obligation to promptly notify Breen & Associates – Results Through People of any changes

to headcount during the course of the Engagement. In the event of any failure to notify such changes in a timely manner, Breen & Associates – Results Through People reserves the right to apply retrospective pricing adjustments in respect of any under-declared employee numbers. Any such adjustments shall be subject to prior consultation with the Client.

5.20. Where Breen & Associates – Results Through People provides hands-on recruitment delivery, services shall include drafting and posting job advertisements on up to three (3) job boards, shortlisting candidates, and coordinating interviews. Advertising and platform fees are not included in the agreed service fees. LinkedIn and Indeed shall be used as default platforms, with the third platform guided by the Client. Best efforts will be made to deliver at least fifteen (15) high-quality candidates per role within a recruitment period capped at six (6) months from the campaign start date. Recruitment success is not guaranteed. If campaign efforts extend beyond six months or exceed fifteen (15) candidates, continuation is at Breen & Associates – Results Through People's discretion. No refund or substitute service shall be due.

5.21. Any project-based HR Services will be subject to clearly defined milestones and deliverables, to be agreed in advance with the Client and outlined in the Letter of Engagement. Where delays occur due to Client inaction or lack of cooperation, Breen & Associates – Results Through People reserves the right to adjust timelines or reschedule delivery without penalty.

5.22. Breen & Associates – Results Through People will use reasonable skill and care to keep abreast of changes in employment legislation relevant to the HR Services being provided, but it is ultimately the Client's responsibility to ensure ongoing compliance with all applicable laws and regulations.

5.23. The Client agrees to cooperate fully and promptly with Breen & Associates – Results Through People, providing timely and accurate information as requested to enable proper provision of the HR Services. Failure to do so may result in delays or suspension of services.

5.24. Unless otherwise agreed in writing, Breen & Associates – Results Through People is not responsible for representing the Client in employment tribunals, negotiations with trade unions, or legal proceedings of any kind.

5.25. The HR Services are provided for the benefit of the Client only and may not be relied upon by any third party without the express prior written consent of Breen & Associates – Results Through People.

5.26. Breen & Associates – Results Through People reserves the right to decline to provide HR Services where doing so would conflict with applicable law or the ethical standards of the profession, or where there is an actual or perceived conflict of interest.

5.27. The Client acknowledges and accepts that Breen & Associates – Results Through People provides non-regulated HR consultancy services and is not a regulated legal or professional services firm.

5.28. Breen & Associates – Results Through People will act in an advisory capacity and does not assume or accept any legal responsibility for the Client's decisions or actions arising out of or relating to the HR Services. Implementation of advice provided remains the responsibility of the Client.

5.29. Any advice provided in connection with HR Services is based on the information supplied by the Client. Breen & Associates – Results Through People accepts no liability for any loss or damage arising from errors or omissions in information provided by the Client or for any action taken or not taken by the Client in reliance on such advice.

5.30. The HR Services do not constitute legal advice and are provided for general guidance only. The Client is responsible for seeking independent legal advice where required, especially in situations involving litigation, court proceedings, or statutory compliance.

6. Coaching, Training and Recruitment Services

6.1. **Coaching Services.** Should the parties agree to include Coaching Services in the Letter of Engagement, the provisions of this clause 5 will apply to the Coaching Services provided by the Coach to the Client.

6.2. The specific coaching package, number of sessions, total investment for the Coaching Services will be detailed in the Letter of Engagement. The terms outlined in the Letter of Engagement will govern the selection of the coaching package, including the number and duration of sessions, as well as any applicable fees.

6.3. Dates and times for coaching sessions will be confirmed between the Client and the Coach on a meeting-by-meeting basis, however, time shall not be of the essence. Telephone or online coaching sessions will be a maximum of 2 hours, unless agreed otherwise in the Letter of Engagement.

6.4. All sessions must be completed within the period specified in the Letter of Engagement, otherwise they will expire. To offer maximum flexibility, coaching sessions are usually conducted over the phone or via video calling facilities such as Zoom or Google Suite.

6.5. Payments for Coaching Services shall be made in accordance with the terms specified in the Letter of Engagement, which may include options for monthly instalments or other arrangements as detailed therein. All payments related to Coaching Services are non-refundable in the event of early termination for convenience. This includes, but is not limited to, termination of the coaching relationship for any reason other than a material breach of the Agreement.

6.6. Rescheduling or cancellations of appointments must be communicated as soon as possible, and in no event less than 48 hours before the scheduled appointment. Failure to provide such notice will result in the Client being liable for the full payment of the session.

6.7. Should the Client cancel the entire coaching assignment, cancellation charges will apply based on the timing of the cancellation relative to the first scheduled session. Unless otherwise agreed in the Letter of Engagement, the following cancellation charges will apply:

- 25% of the total fee if cancelled four (4) calendar weeks prior to the commencement of the coaching sessions.
- 50% of the total fee if cancelled three (3) calendar weeks prior to the commencement of the coaching sessions.
- 75% of the total fee if cancelled two (2) calendar weeks prior to the commencement of the coaching sessions.
- 100% of the total fee if cancelled one (1) calendar week or less prior to the commencement of the coaching sessions.

6.8. The Client may contact the Coach via social messaging platform or email between scheduled sessions to discuss any issues or share updates on progress. Any sessions requested beyond those included in the package will be billed at the agreed session rate.

6.9. In the event that the Client feels uncomfortable with any aspect of the Coaching Services or has concerns regarding the coaching process, the Client must notify the Coach immediately. Effective coaching depends on open and honest communication.

6.10. The Coach is committed to acting as an independent facilitator of change, helping the Client to identify

and achieve their goals. It is understood that Coaching Services do not constitute psychological counselling or therapy. The Client acknowledges and accepts full responsibility for their own outcomes and agrees to engage proactively in pursuing their goals between sessions. No guarantees or assurances are made regarding the results of the coaching process.

6.11. **Training Services.** Breen & Associates – Results Through People will provide the Training Services to the Client in consideration for the Client's paying the applicable Fees to Breen & Associates – Results Through People, subject to the terms and conditions of the Agreement.

6.12. Breen & Associates – Results Through People will use reasonable endeavours to deliver the Training Services as specified in the Agreement. However, Breen & Associates – Results Through People does not represent, warrant, or guarantee that the Training Services will achieve any particular result or outcome for the Client or the Delegates.

6.13. The Training Services provided are for informational purposes only and do not constitute legal advice or definitive guides. The Client is encouraged to seek professional legal counsel for specific needs. We accept no responsibility for actions taken by the Client and/or Delegates based on the Training Services content, nor do we endorse the Client and/or Delegates providing legal advice.

6.14. The Training Services under this Agreement are considered fully provided upon the completion of the scheduled training session(s) as outlined in the Agreement. Breen & Associates – Results Through People's obligations are deemed fulfilled regardless of the Delegates' feedback, level of engagement, or subsequent application of the training content in their professional roles.

6.15. Rescheduling or cancellations of training appointments must be communicated as soon as possible and, in any event, no later than seven (7) calendar days before the scheduled training. Failure to provide such notice will result in the Client being liable for the full payment of the training.

6.16. Should the Client cancel the entire training, cancellation charges will apply based on the timing of the cancellation relative to the training start date. Unless otherwise agreed in the Letter of Engagement, the following charges will apply:

- 25% of the total fee if cancelled four (4) calendar weeks prior to the scheduled training.
- 50% of the total fee if cancelled three (3) calendar weeks prior to the scheduled training.
- 75% of the total fee if cancelled two (2) calendar weeks prior to the scheduled training.
- 100% of the total fee if cancelled one (1) calendar week or less prior to the commencement of the training.

6.17. **Mental Health & Wellbeing Services Disclaimer.** The Mental Health & Wellbeing Services provided under this Agreement are non-medical services intended solely to promote mental wellness, resilience, and a positive work-life balance. These services do not constitute medical advice, diagnosis, treatment, or therapy and are not intended to substitute professional medical care. Breen & Associates – Results Through People expressly disclaims any liability for the use or interpretation of these services. Clients and Delegates are encouraged to consult with qualified healthcare providers for any medical, psychological, or emotional concerns. By engaging in these services, the Client and/or Delegates acknowledge and agree that they are solely responsible for their health and wellbeing, and Breen & Associates – Results Through People shall not be liable for any actions taken or not taken based on the content or advice provided during the Mental Health & Wellbeing Services.

6.18. **Recruitment Services.** Breen & Associates – Results Through People will provide the Recruitment Services to the Client in consideration for the Client's paying the applicable Fees to Breen & Associates

– Results Through People subject to the terms and conditions of the Agreement.

6.19. Breen & Associates – Results Through People will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to Breen & Associates – Results Through People. Breen & Associates – Results Through People does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.

6.20. When introducing a Candidate to the Client for Placement, Breen & Associates – Results Through People is not acting as an employment agency as defined in the applicable laws.

6.21. If more than one company submits details of the same Candidate to the Client, the company which first submitted the details will be deemed to have introduced the Candidate to the Client.

6.22. By requesting us to introduce Candidates for a vacancy, you authorise us to advertise such a vacancy, but we are not authorised to use your name or any of your logos or trademarks without the Client's prior express consent.

6.23. The Client must promptly notify Breen & Associates – Results Through People of any issues that may arise that could prevent the Candidate from starting employment. This includes, but is not limited to, situations where the role is no longer required.

6.24. The Recruitment Services under the Agreement are considered to be fully provided upon the successful Placement of a Candidate. The date of hiring a Candidate shall be deemed the date of their actual commencement of work, regardless of whether the Placement was completed in a timely manner and irrespective of the Candidate's official registration of employment with the Client or other types of cooperation. This provision applies regardless of whether the Candidate successfully completes any trial or probationary period. If no Candidate is placed within a period agreed upon by the parties, despite reasonable efforts by us to fulfill our obligations under this Agreement, the Recruitment Services shall be considered fulfilled, and no further liability shall be owed to the Client. For the avoidance of doubt, reasonable efforts include conducting searches, shortlisting, and presenting suitable Candidates to the Client in line with agreed criteria.

7. Training, Coaching, Interactive Sessions and Events

7.1. The provisions of this clause 7 apply specifically to all Sessions provided by Breen & Associates – Results Through People. In the event of any conflict between this clause 7 and other provisions of the Agreement concerning such Sessions, the terms of this clause 7 shall strictly prevail.

7.2. Whenever a Client (e.g. a commissioning lead or manager) purchases or books any Session on behalf of Delegates, the Client legally confirms and warrants that they have shared these Terms of Business with all such Delegates prior to the Session's commencement. The Client accepts absolute responsibility for ensuring that all Delegates comply strictly with these Terms. The Client hereby agrees to fully indemnify, defend, and hold harmless Breen & Associates – Results Through People against any claims, losses, damages, or breaches of Intellectual Property Rights caused by the actions, omissions, or misconduct of its Delegates.

7.3. All materials, video streams, audio content, and documentation delivered during Sessions constitute the exclusive Intellectual Property of Breen & Associates – Results Through People. Delegates and Clients are strictly prohibited from:

7.3.1. recording, capturing, or downloading the session using personal devices, third-party screen-capture software, or automated AI transcription bots;

7.3.2. uploading any Session materials into third-party Artificial Intelligence (AI) platforms, Large Language Models (LLMs), or machine learning systems for the purposes of generating summaries, derivatives, or training data;

7.3.3. reproducing, distributing, or publicly displaying the training materials without prior express written consent; and

7.3.4. sharing unique access links or login credentials. We employ automated concurrent-login detection systems and reserve the right to immediately suspend any account without refund if unauthorised credential sharing is detected.

7.4. Live Sessions are routinely recorded. By registering for or participating in a Session, the Client and/or Delegate unambiguously consents to the recording of their personal data in accordance with our Privacy Policy:

7.4.1. for online platforms (e.g. Zoom, Google Meet, MS Teams or any other platform of choice), consent is captured via the platform's automated audio notification and/or a persistent visual recording indicator (such as a red recording icon) or the visible presence of an AI note-taking bot in the participant list. This applies equally and serves as fully compliant notice to Delegates who join the session late;

7.4.2. any Delegate who does not wish to be recorded must keep their microphone and camera disabled. The inability to participate on camera does not entitle the Delegate to any refund.

7.5. All tickets and subscriptions for Sessions are strictly non-refundable. However, if a Client or Delegate notifies us in writing at least twenty-four (24) hours prior to the scheduled start time, we may, at our sole and absolute discretion, issue a credit to be applied toward a future paid Session. Failure to provide 24 hours' notice will result in the total forfeiture of the Fee.

7.6. We reserve the absolute right to cancel, postpone, or alter the format of any Session due to unforeseen circumstances, speaker illness, or insufficient enrolment. Furthermore, we shall not be liable for any failure to deliver a Session resulting from a Force Majeure event, which for the purposes of this clause includes global or regional cloud infrastructure outages (e.g. AWS, Azure down-time), severe cyber-attacks, or catastrophic telecommunications failures. In the event of a total cancellation by us, our liability shall be strictly limited to offering a credit to be applied toward a future paid Session.

7.7. All content provided during Sessions is intended for general educational purposes only and does not constitute bespoke human resources, legal, or financial advice. The regulatory landscape is subject to change. Breen & Associates – Results Through People expressly disclaims all liability for any actions taken, or not taken, in reliance upon the content delivered during Sessions.

7.8. We reserve the absolute right to remove any Delegate from a live Session immediately, without refund, if their behaviour is deemed disruptive, offensive, defamatory, or in material breach of these Terms. Delegates are strictly prohibited from using the public chat features to solicit business or poach staff or clients.

7.9. We accept no liability, nor shall any refund be issued, if a Delegate is unable to attend a Session due to their own technical difficulties, including internet connectivity drops, local corporate firewall restrictions, or failure to install the necessary teleconferencing software.

7.10. Where Breen & Associates – Results Through People expressly provides a Client with a recording of a private virtual commissioned Session, such recording is licensed strictly for internal viewing by the specific team members who were intended to attend the live Session. The Client is strictly prohibited from uploading the recording to company-wide intranets, internal LMS platforms, or sharing it with

other departments or subsidiaries without our prior written consent and the payment of applicable extended licensing fees.

8. Third-Party Services and Integrations

8.1. Breen & Associates – Results Through People may, from time to time, resell, administer, introduce, or integrate Third-Party Services for the Client, including but not limited to HR information systems, payroll software, employee assistance programmes (EAP), and mental health or wellbeing platforms. The Client acknowledges that Breen & Associates – Results Through People acts solely as an authorised reseller, administrator, or introducer for the purposes of account provisioning, billing, and first-line support. Breen & Associates – Results Through People does not own, develop, control, manage, or maintain the Third-Party Services.

8.2. The Client's access to and use of any Third-Party Services are strictly subject to the applicable Third-Party Terms (including End User License Agreements). By accessing or using such services, the Client agrees to be bound by the respective Third-Party Terms, which create a direct contractual relationship between the Client and the third-party provider. It is the Client's sole responsibility to review and comply with all applicable Third-Party Terms.

8.3. The third-party provider remains solely responsible for the provision, performance, availability, security, and quality of the Third-Party Services. Breen & Associates – Results Through People makes no representations or warranties, express or implied, regarding the Third-Party Services, including but not limited to their fitness for a particular purpose, uptime, data security, or non-infringement. Breen & Associates – Results Through People shall not be liable for any downtime, data loss, service interruptions, or functionality issues arising from the acts or omissions of the third-party provider.

8.4. Where Third-Party Services include features powered by Artificial Intelligence (AI), the Client acknowledges and agrees that the use of such AI features is entirely at the Client's own sole risk. The Client understands that AI-generated content is automated, probabilistic, and may produce incorrect, misleading, biased, or inappropriate information. Such content strictly does not constitute professional, legal, medical, or HR advice. Breen & Associates – Results Through People assumes no responsibility and expressly disclaims all liability for any actions taken, decisions made, or reliance placed by the Client or its authorised users on AI-generated responses.

8.5. Where Third-Party Services include mental health, coaching, or wellbeing support, the Client explicitly acknowledges that such services are for guidance and support purposes only and do not constitute medical advice, diagnosis, or treatment. They are not intended for use in crisis situations or emergencies. The Client agrees to inform its authorised users that in life-threatening situations, they must contact local emergency services immediately. Breen & Associates – Results Through People accepts no liability for any medical, psychological, or health-related outcomes resulting from the use of such services.

8.6. The Client acknowledges that due to the sensitive nature of mental health or EAP services, specific details of confidential sessions between employees and third-party therapists or coaches are strictly confidential. Any reporting provided to the Client regarding usage will be in the form of aggregated data only, ensuring individual user anonymity is maintained in accordance with GDPR and the provider's privacy policy.

8.7. Where Breen & Associates – Results Through People provides administrative support or data entry services for Third-Party Services (e.g. uploading employee data to an HR system), the Client remains responsible for the accuracy, legality, and completeness of all data provided. Breen & Associates – Results Through People shall not be liable for any errors, omissions, or payroll discrepancies resulting from inaccurate source data provided by the Client or for any failure by the Client to notify Breen &

Associates – Results Through People of changes in a timely manner.

8.8. Breen & Associates – Results Through People reserves the right to suspend access to or administration of any Third-Party Services if any payment due from the Client to Breen & Associates – Results Through People (whether for the Third-Party Services or for Breen & Associates – Results Through People's own Fees) is not made on time. Such suspension may affect the Client's ability to utilise the software or services. During any suspension, all Fees will continue to be due based on the Client's subscription or usage. Access will be reinstated once all outstanding payments are settled.

8.9. Fees for Third-Party Services are determined by the third-party provider and may be subject to change. The Client acknowledges that Breen & Associates – Results Through People reserves the right to pass on any price increases imposed by the third-party provider to the Client. Breen & Associates – Results Through People will use reasonable endeavours to notify the Client of such increases as soon as reasonably practicable following receipt of notification from the provider.

8.10. The Client acknowledges that certain Third-Party Services may require mandatory fixed-term commitments (e.g. annual licenses) which cannot be terminated for convenience prior to the end of such term. Termination of Breen & Associates – Results Through People's HR Advice & Support Model or other Services does not automatically terminate the Client's obligations regarding fixed-term Third-Party Services, which shall continue for the remainder of their agreed term unless otherwise specified in the Letter of Engagement.

8.11. The third-party provider may, at its sole discretion, modify, update, deprecate, or discontinue any part of the Third-Party Services (including specific features, AI tools, or modules) or amend their Third-Party Terms at any time. Breen & Associates – Results Through People shall not be liable to the Client for any such modifications, suspensions, or discontinuations, nor for any resulting loss of functionality or operational impact.

8.12. Nothing in these Terms grants Breen & Associates – Results Through People the authority to bind any third-party provider in any manner, nor does it establish any partnership, joint venture, or agency relationship between Breen & Associates – Results Through People and any third-party provider beyond that of an authorised reseller. Breen & Associates – Results Through People does not make or give any representations, warranties, or other promises concerning the Third-Party Services except as explicitly authorised in writing by the provider.

8.13. To the extent that Breen & Associates – Results Through People is granted "Administrator" or "Super User" access to the Client's Third-Party Services account, Breen & Associates – Results Through People shall act solely on the Client's instructions. The Client indemnifies Breen & Associates – Results Through People against any claims, losses, or damages arising from actions taken by Breen & Associates – Results Through People within the Third-Party Services at the Client's request or in accordance with the Client's instructions.

8.14. In the event of a data breach, cyber-attack, or security incident affecting a Third-Party Service, Breen & Associates – Results Through People's liability shall be limited to assisting the Client in communicating with the provider. Breen & Associates – Results Through People shall not be liable for any data leaks, ransomware, or security compromises occurring within the infrastructure of the Third-Party Service.

8.15. Unless otherwise expressly agreed in the Letter of Engagement, Breen & Associates – Results Through People's support obligations regarding Third-Party Services are limited to account configuration, user access management, and general usage guidance. Breen & Associates – Results Through People is not responsible for resolving technical bugs, server outages, API failures, or software development issues, which must be escalated to the third-party provider. Any advanced technical support or custom integration work requested by the Client falls outside the scope of standard Fees and will be charged separately.

8.16. Upon termination or expiration of any Third-Party Service subscription, it is the Client's sole responsibility to extract, migrate, or back up any Client Data (including employee records and documents) stored within the Third-Party Service prior to the access cut-off date. The Client acknowledges that Breen & Associates – Results Through People may not have access to such data after the subscription ends and accepts that the third-party provider may permanently delete data in accordance with their retention policies. Breen & Associates – Results Through People shall not be liable for any data loss resulting from the Client's failure to secure their data before termination.

8.17. Where Third-Party Services are integrated with the Client's existing systems (e.g. payroll software, calendar applications, or identity management systems), Breen & Associates – Results Through People does not guarantee strictly continuous or error-free interoperability. The Client acknowledges that updates, API changes, or modifications by either the third-party provider or the Client's other vendors may disrupt such integrations. Breen & Associates – Results Through People shall not be liable for any costs or damages arising from the failure of Third-Party Services to integrate or synchronise with other software used by the Client.

9. Obligations of the Client

9.1. The Client will give Breen & Associates – Results Through People all proper, accurate, complete necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the work as set out in these Terms and the Letter of Engagement.

9.2. The Client is solely responsible for regularly backing up all data related to the Services. Breen & Associates – Results Through People shall not be liable for any loss, corruption, or damage to the Client's data, including but not limited to data loss resulting from system failures, breaches, or any other causes. The Client acknowledges and agrees that it is their responsibility to implement and maintain appropriate data backup procedures.

9.3. The Client will advise of any change of circumstances as soon as possible and if any information comes to your attention that renders any earlier information provided untrue or misleading.

9.4. The Client will cooperate fully with Breen & Associates – Results Through People in the provision of the Services, including, without limitation, responding in a timely manner to reasonable requests for information, documentation, or participation in workshops, planning sessions, training, or assessments as required for the effective delivery of HR Services pursuant to Clause 5 of these Terms.

9.5. During the Engagement the Client will afford Breen & Associates – Results Through People such access to its premises and to information, records and other materials of the Client as Breen & Associates – Results Through People may reasonably require to enable Breen & Associates – Results Through People to provide the Services.

9.6. The Client will agree with Breen & Associates – Results Through People to schedule work to the best convenience of both parties.

9.7. If the performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

9.7.1. we shall, without limiting our other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations;

9.7.2. we shall, if the Client does not fulfil its obligations to cooperate or provide materials within a reasonable period of time, be entitled without limiting our other rights or remedies, to terminate the Agreement without notice;

9.7.3. we shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 9.7, or by terminating the Agreement in accordance with this clause 9.7; and

9.7.4. the Client shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

9.8. In terms of the Training Services, the Client must disclose any known risks to health and safety relevant to the training sessions, particularly for in-person training, and the steps taken to prevent or control such risks.

9.9. Rescheduling or cancellations of scheduled training appointments by the Client must be communicated to Breen & Associates – Results Through People as soon as possible, and in no event later than seven (7) calendar days before the scheduled training date. Failure to provide such notice will result in the Client being liable for the full payment of the training fee.

9.10. The Client shall ensure that all training materials provided by Breen & Associates – Results Through People are used solely for the purposes authorised by Breen & Associates – Results Through People. The Client shall not, and shall procure that its Delegates shall not reproduce, distribute, modify, or use the training materials for any purpose other than the agreed-upon training without the prior written consent of Breen & Associates – Results Through People.

9.11. In terms of the Recruitment Services, when requesting Breen & Associates – Results Through People to introduce Candidates for a vacancy, the Client will provide to Breen & Associates – Results Through People, without limitation, the following information:

9.11.1. the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;

9.11.2. the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;

9.11.3. any risks to health and safety known to the Client (if any) and the steps taken by the Client to prevent or control such risks;

9.11.4. the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;

9.11.5. any expenses payable by or to the Candidate;

9.11.6. the minimum rate of remuneration, the intervals of payment and any other benefits;

9.11.7. the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;

9.11.8. whether the Client intends to engage the Candidate otherwise than as an employee on a contract of service; and

9.11.9. whether the vacancy involves working with vulnerable persons, including persons under the age of 18 or persons in need of care or attention by reason of old age, infirmity or any other circumstances.

9.12. The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the above, the Client acknowledges and agrees that it is the Client's responsibility to:

9.12.1. take up and verify references relating to the Candidate's qualifications, skills, character and experience;

9.12.2. check the validity of the Candidate's qualifications;

9.12.3. ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;

9.12.4. obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom (if needed); and

9.12.5. ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

9.13. The Client will notify Breen & Associates – Results Through People immediately on the occurrence of the first of the following events:

9.13.1. a Candidate accepts an offer of employment from the Client; or

9.13.2. the commencement of a Placement by a Candidate.

9.14. By agreeing to Engage or make use of a Candidate in any way, the Client will be liable for the Fees in accordance with the Agreement.

9.15. If the Client effectively Introduces any Candidate to any third party, whether directly or indirectly, including any Affiliate of the Client, and that Introduction results in a Placement of the Candidate by that third party, the Client will:

9.15.1. immediately notify the Placement to Breen & Associates – Results Through People; and

9.15.2. pay to Breen & Associates – Results Through People the Fees in accordance with Agreement, unless the Placement occurs more than 6 (six) months after the introduction of the Candidate to the Client by Breen & Associates – Results Through People or the date of the Candidate's last interview with the Client, whichever is the later. For the matter of clarity, after sending the Candidate's resume for Client's review, Breen & Associates – Results Through People will have ownership of the Candidate for a fixed period of 6 (six) months from the date of Client's receipt of the Candidate's resume.

9.16. In case the Client finds the Candidate for the position by itself or decides to cancel the search after receiving candidates from Breen & Associates – Results Through People, the Client shall notify Breen & Associates – Results Through People of this fact within 5 (five) Business Days. In such cases, Breen & Associates – Results Through People retains all advance payments, if any, as compensation for the Services performed. If the value of the Services provided by Breen & Associates – Results Through People up to the date of termination exceeds the advance payments, the Client shall pay Breen & Associates – Results Through People a pro-rata amount reflecting the reasonable value of the Services provided until the termination date, within 10 (ten) Business Days of receiving an invoice for such amount.

9.17. In the event that the Client hires a Candidate referred by Breen & Associates – Results Through People under the terms of this Agreement for a position that was not specified in the application or

recommends such a Candidate for employment to its Affiliate or other legal entity and/or physical persons, resulting in the Placement or employment of the Candidate, the Client shall notify Breen & Associates – Results Through People within 3 (three) Business Days of the decision to hire the candidate and shall pay Breen & Associates – Results Through People the Fees equal to the amount of payment in accordance with the terms of the Agreement.

10. Protection of Business Interests

10.1. Breen & Associates – Results Through People will not receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any goods or services supplied to or acquired by the Client or any other business transacted by it and if it does receive any such discount, rebate, commission or other benefit Breen & Associates – Results Through People will account to the Client for it immediately.

11. Fees

11.1. You agree to pay our Fees in accordance with the payment terms as set forth in this clause 11. Unless otherwise agreed in the Letter of Engagement, our charges for HR Project Services other than HR retainer Services are calculated by reference to the time spent on the project and charged in full hourly units and 15-minute increments, unless expressly stated otherwise in the Letter of Engagement.

11.2. Where Breen & Associates – Results Through People has provided you with an estimate for Services, please note that the estimate is for guidance purposes only and is not binding. The actual fees will depend on the actual Services provided as set out in the Letter of Engagement, which is the binding agreement between the parties. We reserve the right to increase the estimated fees if there is a change in the scope of Services or other unforeseen circumstances that affect the work required. We will inform you of any such increase as soon as reasonably practicable by providing you with a revised estimate reflecting the updated scope of Services.

11.3. Chargeable services include (but are not limited to) telephone discussions, responding to emails, advising, attending meetings, drafting documentation, dealing with paperwork, research, and correspondence. Service provision time encompasses all time spent acting for you, including office, administrative, preparatory, and telephone time, as well as actual Client meetings and external interviews. Travel time is also included in service provision time and is charged at the consultancy rate, unless otherwise specified in the Agreement or the Letter of Engagement, where it may be absorbed or charged at a separate rate.

11.4. The Fees for the Services detailed in the Letter of Engagement will be specified within the Letter of Engagement.

11.5. Breen & Associates – Results Through People reserves the right to review and increase the Fees for HR Services (including the HR retainer Services and standard hourly consultancy rates) at its discretion, upon providing at least twenty (20) calendar days' prior written notice. Additionally, in respect of Third-Party Services, Breen & Associates – Results Through People reserves the right to pass on any price increases imposed by the respective Third-Party Providers to the Client. You acknowledge that such third-party increases are outside our control and may be applied immediately or in accordance with the Third-Party Provider's effective date. We will notify you of any such adjustments as soon as reasonably practicable following our receipt of notification from the Third-Party Provider, notwithstanding the fixed term of any agreement.

11.6. Additional charges are made for expenses incurred by Breen & Associates – Results Through People in

the performance of services on your behalf (e.g. stationery, photocopying).

11.7. Where specific projects or work is undertaken (e.g. drafting of contracts of employment) a fixed Fee may be agreed upon by the parties. For other work, a proposal will be provided before commencement. The Letter of Engagement will set out any Fees and the scope of the project and how the project will be invoiced. Where it is only possible to give an estimate, this will clearly be stated. If the project is not completed within the agreed timescales, additional charges will be made.

11.8. Where HR Services are provided under a retainer arrangement, such Services will be included in a fixed recurring Fee as set out in the Letter of Engagement. Unless expressly stated otherwise, this Fee shall be exclusive of any additional support or services beyond the scope of the agreed retainer. Any additional work not included within the retainer will be charged separately in accordance with our standard hourly rates. Clients may obtain an instant online quotation via our pricing calculator, available at www.breenassociates.co.uk/pricing, which will be automatically emailed to them. Quotation terms are valid for thirty (30) calendar days. All individually quoted items, whether the quotation is submitted by the Client or generated by us, shall be reflected in the Letter of Engagement and will be used to calculate the total applicable retainer fee, including any selected add-on services, based on the billing cycle agreed therein.

11.9. Retainer services (including HR Services where applicable) will be quoted for, agreed, and invoiced in accordance with the billing frequency and payment terms specified in these Terms and Letter of Engagement (e.g. monthly, annually, on a multi-year basis, or such other frequency as agreed). The services included in the retained agreement will be detailed within the Letter of Engagement.

11.10. For any additional work outside of the retainer services, including HR Services, we will maintain a record of the time spent on your project and invoice accordingly.

11.11. HR Services are exclusive of administrative support functions unless expressly stated otherwise in the Letter of Engagement. Any such administrative support requested by the Client may be subject to separate charges.

11.12. For the avoidance of doubt, unless otherwise provided in our Letter of Engagement and except as otherwise provided herein, you shall pay any additional charges which are incurred as a result of:

11.12.1 Additional work required or requested, including but not limited to additional meetings, reviews, reports or supplementary advice that are outside of the scope of these Terms and/or Letter of Engagement;

11.12.2 Delays, complications, or increased workload arising from any act or omission by you, your employees, representatives, or third-party providers, or from any other matter outside our reasonable control.

This includes, without limitation, charges incurred due to excessive or unreasonable reliance on retainer-based HR Services in breach of the Fair Usage policy.

11.13. In terms of the Recruitment Services, the Client agrees to pay non-refundable upfront fees as per the Letter of Engagement to cover marketing costs associated therewith. These fees are due regardless of the outcome of Recruitment Services provided by us and are not subject to refund.

11.14. In terms of Third-Party Services, we reserve the right to impose charges for any additional hours and management time necessitated by Client support and the administration of the respective platforms (including ad-hoc requests by the Client). Such additional work shall be charged at our standard hourly consultancy rate in accordance with the terms set forth in the Letter of Engagement, unless the Client has engaged us to provide specific administrative support functions (HR Administration) which expressly cover such tasks. All payments are subject to VAT where applicable.

11.15. If the Client cancels the entire training program, cancellation charges will apply based on the timing of the cancellation relative to the training start date. Unless otherwise agreed in the Letter of Engagement, the following cancellation charges will apply:

- 25% of the total fee if cancelled four (4) calendar weeks prior to the scheduled training date.
- 50% of the total fee if cancelled three (3) calendar weeks prior to the scheduled training date.
- 75% of the total fee if cancelled two (2) calendar weeks prior to the scheduled training date.
- 100% of the total fee if cancelled one (1) calendar week or less prior to the commencement of the training.

11.16. Acceptance of the Fees by Breen & Associates – Results Through People will be without prejudice to any claims or rights which Breen & Associates – Results Through People may have against the Client and will not constitute any admission by Breen & Associates – Results Through People under these Terms.

11.17. Any additional work outside the agreed retainer services will be charged at the hourly or daily rate and invoiced in the month in which the additional hours are incurred.

12. Payment

12.1. Payment of Fees rendered by invoice are due as standard, and unless otherwise agreed, within fourteen (14) calendar days from the invoice date.

12.2. Fees for the retainer-based HR Services and any applicable subscriptions for Third-Party Services are payable in advance via Direct Debit in accordance with the billing cycle specified in the Letter of Engagement. Any specific assignments, project work, or services falling outside the scope of your selected retainer will be invoiced separately, with payment due within fourteen (14) calendar days from the invoice date.

12.3. Our standard practice for project work is to invoice 50% of the estimated Fees prior to commencement, with the remaining balance invoiced upon completion. However, for extended assignments or where delays occur, we reserve the right to bill any outstanding Fees on a regular basis (usually monthly) throughout the assignment, unless otherwise agreed.

12.4. Clients may, at their discretion, elect to pay annually in advance for HR Services, or Third-Party Services on an annual or multi-year basis (e.g. 24, 36, or 60 months), to achieve cost savings and secure a price lock for the chosen term. The Client expressly acknowledges and agrees that such contract is binding for the full duration of the chosen term and cannot be terminated for convenience prior to its conclusion.

12.5. Payments may be made via the payment details included on the invoice. Payments must be made without any deduction or withholding on account of taxes or other charges.

12.6. When work is undertaken for Clients, the Client may be asked to make a payment on account or pay the full fixed Fees before the work is undertaken. Any project-work specific assignments (including but not limited to the drafting of contracts and employee handbooks), or services that fall outside the scope of the Client's selected HR Advice & Support Model service tier or the Unlimited HR Advice & Support Model, or where usage exceeds the Fair Usage policy limits, will require 50% of the Fees quoted or estimated to be paid prior to any work commencing.

12.7. However, where these additional services are provided based on your instructions (whether verbal or

written) without a formal fixed-fee quote having been issued in advance (e.g. for ad-hoc support or time-critical matters), you agree that such work shall be charged on a time-and-materials basis at our standard hourly rates. Your instruction to proceed with work falling outside your retainer scope constitutes your binding acceptance of these applicable charges. This requirement does not apply to any services or documents expressly included within the HR Advice & Support Model service tiers, the cost of which is covered under the Unlimited HR Advice & Support Model.

12.8. HR Services provided under the Unlimited HR Advice & Support Model packages shall be deemed retained services and, accordingly, are subject to the monthly payment schedule payable in advance, unless an alternative billing method or billing frequency (such as annual or multi-year prepayment) applies in accordance with the provisions of these Terms. Monthly retainer fees, including any selected add-on services, shall be collected via a monthly direct debit mandate, which will automatically generate and issue invoices, unless the Client has elected an annual or multi-year subscription. In such cases, Fees shall be invoiced and charged in advance for the full agreed duration. Exceptions to this payment method shall apply to Third-Party Services, which shall be invoiced and charged in accordance with the specific billing terms agreed for such services as set out in the Letter of Engagement.

The Client understands that Breen & Associates – Results Through People may not always be able to complete Services over and above the agreed retainer service in a particular month or month(s). Notwithstanding this, any portion of the annual HR retainer service not utilised within the relevant contract year shall expire and shall not be carried forward or credited to subsequent years.

For any Services reserved or agreed on an annual basis as part of any of the retainer HR Advice & Support Model service tiers, including but not limited to annual reviews, training and similar project-based services, the Client acknowledges that such services may be fully utilised within a condensed timeframe.

The Client further warrants, represents, and undertakes that it shall provide Breen & Associates – Results Through People with accurate, complete, and timely information regarding the number of employees at all times. As pricing HR Advice & Support Model service tiers and fees are expressly calculated based on the Client's employee headcount, any increase exceeding ten (10) employees shall be promptly reported to Breen & Associates – Results Through People. Failure to disclose such increases in a timely manner shall entitle Breen & Associates – Results Through People to adjust fees retroactively or take any other remedial measures as necessary to reflect the true scale of the Client's workforce.

12.9. Where we have submitted work requiring your comment/approval prior to completion you are required to respond within thirty (30) calendar days. After this time, if you have not contacted us, we reserve the right to invoice you for the full amount quoted.

12.10. Where payment has not been received, we reserve the right to withhold Services, documents and information, and have the right to cease to work on your account, and to terminate the Agreement if payments are unduly delayed. In such circumstances, Breen & Associates – Results Through People will not be responsible for any inconvenience, loss or damage caused. This right applies not just to the Services for which the payment is in arrears but also any other Services supplied to you by us, whether or not payments against those are in arrears. For HR Services, we also reserve the right to suspend access to Third-Party Services, the assigned HR advisor, and related documentation until payment is received.

12.11. If any invoice (or any part of an invoice) remains unpaid at the due date for payment, such invoice will bear interest at the Interest Rate from the day after the due date for payment up to (and including) the date of payment of the invoice in full. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement. We reserve the right

to charge a fixed late payment compensation fee in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to levy administration fees of £40 for each notice of late payment we issue to you and will take action as necessary to recover any sums due. In the event that we need to instruct third parties (such as debt collection agencies or legal representatives) to recover outstanding amounts, you will be liable for any reasonable costs incurred in the recovery process. We may suspend the provision of any services if payment is not made within seven (7) Business Days of a written reminder being issued.

13. Liability and Indemnity

13.1. Subject to clause 12.8, we shall not be liable for consequential, indirect or special losses, and we shall not be liable for any of the following (whether direct or indirect) for loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

13.2. Subject to clauses 12.1, 12.3 and 12.8, Breen & Associates – Results Through People' total liability shall be limited to the total Fees paid for the Engagement during the last 12 (twelve) months under which the liability arises.

13.3. Where any loss or damage occurs as the result of you providing misleading incomplete or false information no liability will be accepted.

13.4. The advice we give you is not to be distributed to any third parties except for your Affiliates without our written consent. We also accept no legal responsibility from third party use of the information and advice provided by us.

13.5. Breen & Associates – Results Through People provides information, advice and services in good faith based upon information available to us at the time. It therefore does not warrant the accuracy or completeness of the information and advice provided. The Client is solely responsible for deciding whether to act upon Breen & Associates – Results Through People's advice and for making their own management decisions. Breen accepts no liability for any outcomes resulting from the Services provided, nor for the success or failure of the Client's decisions based on Breen & Associates – Results Through People's advice. This applies equally to HR Services provided under a retainer or ad hoc arrangement, including but not limited to disciplinary actions, redundancies, or employee relation strategies. Any critical data or information should be independently verified by the Client before taking any action.

13.6. Except as expressly stated in the Agreement, all warranties and conditions whether expressed or implied by statute, common law or otherwise are excluded to the extent permitted by law.

13.7. Notwithstanding any other provision of this Agreement, our liability shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any other losses which cannot be excluded or limited by applicable law.

13.8. You shall indemnify Breen & Associates – Results Through People against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by you, your agent or members of your workforce.

13.9. Breen & Associates – Results Through People are not a firm of solicitors and therefore are not regulated by the Solicitors Regulation Authority. Use of our services does not create a solicitor- client relationship and we are not able to provide legal advice.

13.10. Breen & Associates – Results Through People is not liable for any loss or damage caused by Third-Party Services. Any issues arising from the use of these services should be addressed directly

with the applicable Third-Party Provider. For the matter of clarity, where we support or administer Third-Party Services on your behalf, we do so as a facilitator only and not as the platform provider.

13.11. You agree to indemnify and hold us harmless against any claims, damages, penalties, or costs (including reasonable legal fees) asserted against us by any Third-Party Provider arising out of your or your authorised users' breach of the respective Third-Party Terms or misuse of their services, to the extent that such liability is passed on to us by the Third-Party Provider.

13.12. The Client shall be liable for, and shall indemnify (and keep indemnified) Breen & Associates – Results Through People in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees), or damage suffered or incurred by, awarded against, or agreed to be paid by, Breen & Associates – Results Through People and any sub-Processor arising directly or in connection with:

13.12.1. Any non-compliance by the Client with Data Protection Legislation.

13.12.2. Any Personal Data processing carried out by Breen & Associates – Results Through People or sub-Processor in accordance with instructions given by the Client that infringe the Data Protection Legislation; or any breach by the Client of its obligations under these Terms, except to the extent that the Data Processor (or Sub-Processor) is liable.

14. Conflicts

14.1. Breen & Associates – Results Through People will bring to your attention any conflict of interest that may arise between your instructions and the terms under which Breen & Associates – Results Through People is acting or has acted, for another client at the time that it becomes apparent to Breen & Associates – Results Through People (where such third-party instructions were received prior to your instructions).

14.2. Such a declaration by Breen & Associates – Results Through People will be of a general nature so as to not prejudice confidentiality with the third party. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

14.3. We may have to terminate Services to you in the event that a conflict arises between our duties to you and to another client if, in our judgement, we are unable to proceed with the Services and maintain our fiduciary duty.

15. Confidential Information

15.1. Both the Client and Breen & Associates – Results Through People agree that, except in the proper performance of their obligations under these Terms, neither party will, during the term of these Terms and for a period of 12 (twelve) months after the Termination Date, disclose, use, copy, or modify the other party's Confidential Information for their own benefit or for the benefit of any third party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

15.2. Breen & Associates – Results Through People shall maintain Personal Data by the Client in confidence. All employees and Associates of Breen & Associates – Results Through People are subject to confidentiality agreements in respect of Personal Data. Breen & Associates – Results Through People shall not process or make any use of any Personal Data supplied to it by the Client other than in connection with the provision of the services.

15.3. The provisions of this clause shall not apply to any Confidential Information that:

15.3.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

15.3.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

15.3.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

15.3.4. the parties agree in writing is not confidential or may be disclosed.

15.4. Each party shall keep the other party's Confidential Information confidential and shall not:

15.4.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Agreement or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 15.

15.5. A party may disclose the other party's Confidential Information to those of its representatives who need to know such Confidential Information for the permitted purpose hereunder, provided that:

15.5.1. it informs such representatives of the confidential nature of the Confidential Information before disclosure; and

15.5.2. at all times, it is responsible for such representatives' compliance with the confidentiality obligations set out in this clause.

15.6. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

15.7. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party, or to be implied from the Agreement.

15.8. On termination of the Agreement, each party shall:

15.8.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

15.8.2. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

15.8.3. certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

16. Copyright and Intellectual Property

16.1. Breen & Associates – Results Through People reserves all copyright, intellectual property and any other rights which may subsist in the Works or any other products of, or in connection with, the provision of our Services, which includes, but is not limited to, generic and tailored documents analysis, reports, presentations and training materials etc; held both electronically and on paper. Any such materials shall be licensed to you for your internal use only in accordance with the Agreement.

16.2. Breen & Associates – Results Through People reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright or intellectual property.

16.3. You undertake to keep all materials created by Breen & Associates – Results Through People confidential and not to copy, publish or distribute any such information, materials or documents to any third party without Breen & Associates – Results Through People prior written consent (except where such information is in the public domain or you are required to disclose such information by law).

16.4. Should you decide to opt for Third-Party Services, you shall not:

16.4.1. licence, lease, sublicense, sell, resell, transfer, display, disclose, assign, distribute or otherwise commercially exploit or make available to any third party the Third-Party Services;

16.4.2. modify, duplicate, copy or make derivative works based upon the Third-Party Services;

16.4.3. except to the extent expressly permitted by law: attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Third-Party Services (as applicable) in any form or media or by any means; or

16.4.4. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software code used in the Third-Party Services;

16.4.5. intentionally interfere with, or disrupt, the Third-Party Services, server, or network connected to the Third-Party Services;

16.4.6. access the Third-Party Services in order to: build a competitive product or service; build a product using similar ideas, features, functions or graphics of the Third-Party Services, copy any ideas, features, functions or graphics of the Third-Party Services; or

16.4.7. in relation to the Third-Party Services: store infringing, obscene, sexually explicit, threatening, harassing or racially or ethnically insensitive, libellous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; store or utilise material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of the Third-Party Services or the data contained therein; or attempt to gain unauthorised access to the Third-Party Services or their related systems or networks.

16.5. The Client acknowledges that Breen & Associates – Results Through People provides no warranties whatsoever in relation to the Intellectual Property Rights in the Work. Breen & Associates – Results Through People excludes any and all liability to the Client (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights after the date of these Terms.

17. Data Protection

17.1. Both Parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under these Terms or any other agreement or arrangement between themselves in such a way as to cause either Party to breach any of its applicable obligations under the applicable Data Protection Legislation.

17.2. The parties shall only process Personal Data for the purposes outlined in the Agreement and in accordance with the lawful instructions of the other party, as necessary to fulfil their obligations under the Agreement.

17.3. Each party shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised access, loss, or damage.

17.4. In the event of a data breach involving Personal Data, the affected party shall promptly notify the other party and take reasonable steps to mitigate any adverse effects.

17.5. In the event that Breen & Associates – Results Through People appoints subcontractors to provide the Services under the Agreement, it shall ensure that any subcontractors used to process Personal Data comply with equivalent data protection obligations as set out in this clause and the applicable Data Protection Legislation.

17.6. Personal Data shall be retained only for as long as necessary to fulfil the purposes of the Agreement or as required by applicable law, after which it shall be securely deleted or anonymised.

18. Anti-Bribery and Corruption

18.1. Each party will comply in all material respects with the Bribery Legislation.

18.2. Without limitation to clause 16.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

18.3. Each party will use all reasonable endeavours to ensure that:

18.3.1. all of that party's personnel;

18.3.2. all others associated with that party; and

18.3.3. all of that party's subcontractors

involved in performing the Services or with these Terms comply with the obligations set out in clauses 17.1 and 17.2.

18.4. In this clause 18, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

19. Termination

19.1. The Agreement may be terminated by the Client by adhering to the following notice period:

19.1.1. Ninety (90) calendar days' prior written notice in the event of retainer HR Services; and

The minimum contract term for all retainer HR Service plans shall be twelve (12) months. The Client may not terminate the Agreement prior to the end of the fifteenth (15th) month from commencement, which includes the requirement to provide not less than ninety (90) calendar days' prior written notice. Thereafter, during the second contract year and any renewal periods, the Client may terminate the Agreement by providing not less than ninety (90) calendar days' prior written notice.

Where the Client has consumed annual Services reserved under their selected HR Advice & Support Model service tier (including, but not limited to, annual reviews, training, or similar project-based services) within a condensed timeframe and then seeks to terminate the Agreement by providing not less than ninety (90) calendar days' prior written notice during the second contract year or any renewal period, Breen & Associates – Results Through People reserves the right to seek equitable compensation or adjust fees accordingly to reflect the accelerated consumption of such services.

19.1.2. Ninety (90) calendar days' prior written notice in all other cases. This includes ad hoc or project-based HR Services unless otherwise agreed in writing.

19.2. If you choose to terminate access to any Third-Party Services, you must provide prior written notice in accordance with the specific notice period set out in the Letter of Engagement (or, if not specified, in accordance with the applicable Third-Party Terms plus an administrative buffer of ten (10) Business Days). You explicitly acknowledge that strictly adherence to this notice period is required to ensure we can meet the third-party provider's renewal and cancellation deadlines on your behalf. Therefore, the notice period specified in the Letter of Engagement shall take precedence over any shorter notice periods or immediate cancellation options that may be stated in the Third-Party Terms or available via the platform interface. Failure to provide notice within this timeframe may result in the automatic renewal of the Third-Party Services for a subsequent term, for which you will remain fully liable.

19.3. Breen & Associates – Results Through People reserves the right to terminate the Agreement (in whole or in part) at any time, including during the initial twelve (12) month term, by providing not less than five (5) calendar days' prior written notice. For the avoidance of doubt, this specific notice period applies to all Services, including retainer HR Services and ad hoc or project-based HR Services, unless otherwise expressly agreed in writing.

19.4. In case of late payments, Breen & Associates – Results Through People may suspend the provision of any services if payment is not made within seven (7) Business Days of a written reminder being issued. This includes any retainer or ongoing HR Services support.

19.5. Where a termination is by Breen & Associates – Results Through People, you shall be entitled to a refund of that proportion of any advance of fees that relates to the time not worked at that time, except where the termination is due to your material breach of this Agreement. In the event of such a material breach, no refund of any advance of fees shall be due. This applies equally to HR Services, including fixed-fee projects or ongoing advisory services.

19.6. Where you terminate, we reserve the right to retain any pre-payment received in respect of that work. As a minimum, you shall pay for all stages of the work in the Letter of Engagement that have been commenced. Should you choose not to have work completed on that stage underway prior to termination, you remain liable for payment in full of this stage. You also agree to pay all expenses

incurred, whether or not these relate to the stages terminated or to any prior stages. This includes any preparation, drafting, investigation, or administrative time already incurred in relation to HR Services such as grievance, redundancy, or disciplinary proceedings.

19.7. In the event of termination, expenses incurred shall be interpreted as including all monies spent on your behalf plus all spending irrevocably committed to on your behalf by Breen & Associates – Results Through People up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.

19.8. Breen & Associates – Results Through People may terminate any agreement with immediate effect if:

19.8.1. The Client is in breach of any of its obligations hereunder; or

19.8.2. The Client has entered into liquidation (other than for the purpose of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

19.8.3. The Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or

19.8.4. The Client ceases or threatens to cease to carry on business;

19.8.5. The Client engages in abusive, threatening, harassing, or inappropriate language or behaviour towards Breen & Associates' staff, agents, or representatives, or creates a hostile or unsafe working environment; or

19.8.6. Any circumstances whatsoever beyond the reasonable control of the Client (including by not limited to the termination, through no fault of the Client, the termination of the service) that necessitate the termination for whatever reason of the provision of Services.

19.8.7. The Coach reserves the right to terminate the Coaching Services with immediate effect if the Client fails to disclose relevant health information or engages in inappropriate language or behaviour.

19.8.8. The Coach retains the right to suspend the coaching relationship if necessary and may terminate the Agreement for valid reasons. Upon termination, any outstanding payments will become immediately due.

19.8.9. In respect of HR Services, Breen & Associates – Results Through People may terminate the Agreement or suspend services with immediate effect if continuing would present a legal, ethical, or reputational risk to Breen & Associates – Results Through People, including but not limited to requests to implement unlawful HR practices or failure by the Client to act on critical compliance recommendations.

19.9. Clauses which expressly or by implication survive termination shall continue in full force and effect.

20. Force Majeure

20.1. Neither party will be in breach of these Terms if there is any total or partial failure of performance by it of its duties and obligations under these Terms occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond

the control of either party (each a 'Force Majeure Event'). For the avoidance of doubt, the COVID-19 pandemic or any future outbreaks of similar nature, including any related government actions or restrictions, will not be regarded as a Force Majeure Event under these Terms.

20.2. If either party is unable to perform its duties and obligations under these Terms as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of these Terms will be suspended during the period (and only during the period) during which the Force Majeure Event continues and Breen & Associates – Results Through People will be paid any of the Fees which is outstanding at the commencement of that suspension forthwith. If the Force Majeure Event continues for a period of more than thirty (30) calendar days and substantially affects the commercial basis of these Terms, the party not claiming relief under this clause 20.2 will have the right to terminate these Terms upon giving ten (10) calendar days' written notice of such termination to the other party.

20.3. In terms of the Recruitment Services, Breen & Associates – Results Through People shall not be liable for any refunds or replacement Candidates if the Candidate fails to start employment due to force majeure events beyond the control of Breen & Associates – Results Through People.

21. Restrictions on Assignment / Subcontracting

21.1. Breen & Associates – Results Through People may freely assign, delegate, subcontract or otherwise transfer its rights and obligations under these Terms to any person, company or other organisation with which it may merge or to which it may transfer its assets and/or undertaking, provided that it gives prior written notice to the Client. Client may not assign its rights and obligations under these Terms without the prior written consent of Breen & Associates – Results Through People, provided that where such consent is given, the Client will not be relieved of liability for any non-performance by any assignee.

22. Notices

22.1. Notices under these Terms shall be in writing and sent to a party's registered office address: 5 Ducketts Wharf, South Street, Bishop's Stortford, CM23 3AR, United Kingdom or to the email address: team@breenassociates.co.uk

22.2. This clause does not apply to notices given in legal proceedings or arbitration.

23. Entire Agreement

23.1. The parties agree that these Terms together with the Letter of Engagement and any annexes to it constitute the entire agreement between them relating to the Engagement and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

23.2. Each party acknowledges that it has not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in these Terms.

23.3. Nothing in these Terms purports to limit or exclude any liability for fraud.

24. Further Assurance

24.1. Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to these Terms.

25. Variation

25.1. No variation of these Terms shall be valid or effective unless it is in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.

26. Set Off

26.1. Except as expressly set out in these Terms, each party shall pay all sums that it owes to the other party under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27. No Partnership or Agency

27.1. Nothing in these Terms constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

28. Remedies and Waiver

28.1. Any remedy or right conferred upon the parties for breach of these Terms will be in addition to and without prejudice to all other rights and remedies available to them. No failure or delay by either party in exercising any remedy, right, power or privilege under or in relation to these Terms will operate as a waiver of that or any other right, power, remedy or privilege of Breen & Associates – Results Through People or the Client, nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

29. Severance

29.1. If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

30. Third Party Rights

30.1. The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms and no person other than Breen & Associates – Results Through People and you will have any rights under it. For the avoidance of doubt the terms of these Terms may be varied, amended or modified (whether in whole or in part) or these Terms may be suspended, cancelled, terminated by agreement in writing between you and Breen & Associates – Results Through People or these Terms may be rescinded in each case without the consent of any Third Party.

30.2. For the purposes of this clause a 'Third Party' means any person who is not a party to these Terms.

31. Governing Law

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

32. Jurisdiction

32.1. The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).

33. Acceptance

33.1. If you do not return a countersigned copy of the Letter of Engagement within five (5) Business Days but we proceed with the matter, you will be deemed to have accepted these Terms of Business as if you had signed the Letter of Engagement, pending an express written termination of our instructions or our declining to act further.

33.2. If you are unclear about anything in these Terms, please do not hesitate to contact us.