



t +1.778.588.9520
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PROFESSIONAL SERVICES AGREEMENT

Use/provision of services provided by Coastality (a division of 1220670 B.C. LTD.), hereinafter referred to as “the Consultant” and “the Recipient”) and related services is subject to the terms included in the Professional Services Agreement, the Non-Disclosure Agreement, and the Technology Terms of Use & Consent (hereinafter separately and collectively referred to as the “Agreement” or the “Agreements”).

Please read these Agreement(s) carefully before using these services. By using these services, you (hereinafter separately and collectively referred to as “the Client” or “the Client(s) or “the Information Provider” or “the Information Provider(s)”) are agreeing to be bound by the terms of the Agreement(s). If you do not agree to the terms of the Agreement(s), do not use these services, and do not provide your electronic consent following this document.

COASTALITY (a division of 1220670 B.C. LTD.) having its registered offices at:

109 - 645 Fort Street
Victoria, B.C.
V8W 1G2
T: +1.778.588.9520
E: office@coastality.ca

AND:

the Client and/or Client(s)

AGREE AS FOLLOWS:

1. APPOINTMENT & AUTHORITY

- A. Upon and subject to the terms of the Agreement, the Client(s) appoint(s) the Company to conduct individual and/or group/family counselling and/or coaching services as it pertains to the Client(s)' needs or as may be outlined in a provided estimate/quote, signed and accepted by an authorized party(ies), or as may be outlined and agreed upon by way of a separate agreement(s), for which this Agreement shall stipulate the nature of the relationship between the parties.
- B. The purpose of the Agreement and services provided herein, in which the parties are aligned, is for the Company to provide, and the Client(s) to receive, clinical counselling and mental wellness and/or coaching services in individual and/or group/family settings.
- C. The Client(s) authorize(s) the Company to act on behalf of the Client(s) specifically for the purposes of:
 - I. Referring to additional and/or complementary professional services as needed and using professional discretion.
 - II. Assisting the Client(s) as needed, using professional discretion, and as governed by the laws of the Province of British Columbia and applicable governing body(ies).
 - III. Reporting to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.

IV. Reporting to any external individual, group, or party to whom the Company may be duty bound to report to.

- D. The Company may be requested to perform other services for the Client(s), to be determined by the Client(s) in consultation with the Company, or as deemed required by the Company in accordance with the purpose of the Agreement defined in Section 1(B).
- E. The Client(s) may agree to the terms of the Agreement on behalf of, or representing, a child under the age of nineteen (19) or in a guardianship capacity for a person or persons that for a reason of mental illness, disability, or other reasonable circumstance is unable to enter in to the Agreement on their own free will or would be unable to understand the terms of the Agreement. If entered in to in such a capacity, the Client(s) hereby agree(s) to uphold the terms of the Agreement in the event that they are no longer engaged with the party(ies) they agreed on behalf of.
- F. Both parties hereby agree that all communications and information related to the Client(s) during the course of and pursuant to the Agreement are protected from disclosure, except where otherwise determined in Section 1(C) of the Agreement. This clause is congruent with the Non-Disclosure Agreement agreed to by the parties, which shall serve as an addendum to the Agreement.
- G. The Company agrees to provide the Client(s) with a copy of a current criminal record check for the vulnerable sector and a copy of current Practice and/or Commercial General Liability insurance upon request.
- H. The Company reserves the right to utilize whichever technological and/or communication devices necessary to complete the work/service described and not have any technology restrictions imposed by the Client(s). The

Client(s) agree(s) that while the technological and/or communication devices and/or services are encrypted, the use of these technological and/or communication devices and/or services is at their own risk.

- I. In order to protect information, the Company agrees to not utilize products or services with known or perceived privacy issues, and ensure that any notes, records, recordings or otherwise are securely stored and encrypted in reliable cloud-based infrastructure or on a local, secured and encrypted device in adherence to, and compliance with, all professional regulations and the Personal Information Protection Act (hereinafter referred to as “PIPA”).
- J. The Client(s) agree(s) to implement their own security safeguards, such as turning on encryption, setting privacy settings for their devices and/or browsers, using specific equipment, using technologies in a private place, password protecting their devices and/or equipment, etc... prior to using these technologies.
- K. The Client(s) acknowledge(s) and accept(s) that they are responsible for their own security, and that the Company cannot guarantee any level of privacy related to the use of technologies in direct service delivery, and the Company accepts no responsibility or liability for any interception or breach of privacy or data related to the use of technologies in direct service delivery.
- L. The Company agrees to make every reasonable effort to regularly maintain, develop, and improve its precautionary, security, and health and safety policies, processes, and functions.
- M. In the use of the Company’s physical office spaces, or that it may occupy, rent, lease, or otherwise be present to provide services under the

Agreement, the Client(s) agree(s) to indemnify and hold harmless the Company in the event of any injury or loss suffered, physical, emotional, or financial, from such use of or attendance at such physical location.

- N. The Company reserves the right to schedule appointments accordingly in consultation with the Client, and appointments cancelled or re-scheduled more than two (2) times consecutively, or four (4) times total shall be deemed as cause to terminate the Agreement. Cancellations or re-scheduled appointments within 24 hours will not be refunded, and any services scheduled or committed to outside of the Company's usual scheduling and payment processing system shall be billed in full per the current Fee Schedule, which shall serve as an addendum to the Agreement. Other payment policies are described in the "Overall Services & Remuneration" Section of the Agreement, and in the current Fee Schedule.
- O. Clients whose work/service by the Company is covered in part or in full by an Employee & Family Assistance Program (EFAP) or benefit plan through their employer will be subject to the rules, regulations, policies and processes outlined by their specific plan provider. Should the rules, regulations, policies and processes outlined by their specific plan provider not contain any clause, statement, or policy included in the Agreement, the Agreement shall serve as the framework under which work/service will be provided. The rules, regulations, policies and processes outlined by the specific plan provider will not supersede the Agreement, but will remain complementary to it. Clients whose specific plan provider requires payment by the Client where they are reimbursed upon payment must adhere to the payment policies that are described in the "Overall Services & Remuneration" Section of this Agreement. Customized invoicing or generating of receipts to meet the specific requirements of a plan provider may be provided by the Company and fees for same will be based on the

Company's most recent Fee Schedule, which shall serve as an addendum to this Agreement, unless otherwise agreed to in writing by the parties.

- P. In the event the Company requires representation, legal or otherwise, to enforce or defend the Agreement or in the course of providing service(s) in relation to the Client(s) and/or their legal counsel, representative(s), or other external entity(ies) acting on behalf of or with the consent of the Company, the Company shall have the authority to retain such professionals and subject matter experts as they deem necessary, including legal counsel, without prior approval from the Client(s). The Client(s) hereby agree(s) and authorize(s) that they are liable for reasonable attorney's fees and reasonable professional and/or subject matter expert fees.
- Q. The Company shall provide services to address concerns, issues, illnesses, disabilities, disorders or otherwise, identified by and/or presented by the Client(s) or formally diagnosed by a qualified professional, including, but not limited to, those listed in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (hereinafter referred to as "DSM-5-TR"), or its most recent version. Areas of specialization for the Company's services, or additional services, shall be determined by the Company from time to time.

2. OWNERSHIP & DISCLOSURE

- A. All reports, records, documents and other materials prepared and/or utilized by the Company during the term of the Agreement shall be the property of the Client(s) and remain so upon expiration or termination of the Agreement, with the exception of any reports, records, documents and/or other materials that contain personal or privileged information, and shall remain the property of the person to whom it pertains. This is further

- contemplated in Section 2(D) of the Agreement with further information related to confidential information and disclosure. Any use of the materials for unrelated or previously unauthorized purposes without prior written approval from the Client(s) is prohibited.
- B. Disclosure of the materials prepared by the Company during the term of the Agreement shall not occur without prior written approval from the Client(s), except where otherwise determined in Section 1(C) of this Agreement.
- C. The Company shall keep all Client(s) personal information, and that of the Client(s)' family, friends, colleagues, employers, etc... confidential during the course of and pursuant to the Agreement. Any use or disclosure of this information without prior written approval from the Client(s) is prohibited, except where otherwise determined in Section 1(C) of the Agreement. This clause is congruent with the Non-Disclosure Agreement agreed to by the parties, which shall serve as an addendum to the Agreement.
- D. All personal or privileged information will remain confidential and will not be disclosed without the prior written consent of the party to whom the information pertains. This includes information provided by a child under the age of nineteen (19) or a person under guardianship that for a reason of mental illness, disability, or other reasonable circumstance is unable to enter in to the Agreement on their own free will or would be unable to understand the terms of the Agreement, and the Agreement was agreed to on their behalf. This clause is congruent with the Non-Disclosure Agreement agreed to by the parties, which shall serve as an addendum to the Agreement.
- E. Disclosure of any proceedings, investigations, court applications, court orders, and presentation of any subsequent or related materials, reports,

documents or objects in physical or digital form that have any real, perceived, or potential impact upon service or reporting must be made to the Company as soon as possible after the event occurs. This could include RCMP involvement, Ministry of Children & Family Development investigation, bankruptcy or insolvency of a party, accident, injury, illness, or other event that may affect either party's ability to fulfill their obligations under the Agreement. The Company exclusively reserves the right to cease service until such time as a remedy satisfactory to the Company is made.

3. COMMUNICATIONS & PROFESSIONAL CONDUCT

- A. The primary methods of communication under the Agreement shall be electronic mail (e-mail) and telephone.
- B. The Client(s) and the Company agree to, at all times, conduct themselves in a professional and courteous manner when communicating in person, by phone, e-mail, and in writing. Abusive language, threatening behaviour, manipulation, overt disrespect and/or impolite communication by the Company, the Client(s), or their respective legal counsel or representatives will not be tolerated, and will result in immediate termination of the Agreement, with cause, as defined in the Agreement.
- C. The Company agrees to adhere to all professional policies and codes of conduct governed by their profession.
- D. The Client(s) agree(s) to provide the Company with any materials and information requested of them to conduct the activities under the Agreement, and to do so in a timely manner.
- E. Should the Client(s) not have access to the materials and information requested of them by the Company, the Client(s) agree(s) to direct a party

whom has access to the materials and information to ensure the Company is provided with the materials and information they require to conduct the activities under the Agreement, and to do so in a timely manner.

- F. The Client(s) and Company agree to respond to communications from the other party, in any format approved under the terms of the Agreement, in a timely manner. For the purposes of the Agreement, responses shall be provided within two (2) business days.
- G. Where applicable, the Client(s) agree(s) to direct their respective legal counsel to work cooperatively with the Company when their assistance or direction is requested.
- H. The Client agrees to, at all times, respect the hours of operation of the Company and make reasonable effort to book appointment times to discuss matters pertaining to services, and communicate any important information only by e-mail. Unless a pre-arranged appointment has been set between the Client(s) and the Company, such communication will only occur between the hours of 9:00am and 5:00pm PST Monday to Friday (excluding Statutory Holidays). Text messaging (including the transmission of photos, videos, photos of documents, or any private information) will not be permitted under the terms of the Agreement except to confirm appointment/meeting times or communicate delays or immediate/emergency scheduling concerns pertaining to appointment/meeting times. Text messages will not be returned outside of business hours, and are not to be sent outside of business hours.
- I. The Company will only engage in communications pertaining to the service(s) provided, and will not respond to communications that do not directly affect said service(s), at the sole discretion of the Company.

4. OVERALL SERVICES & REMUNERATION

- A. A baseline fee of \$160.00 CDN per hour will apply for all services and work undertaken as described herein, as described in the current Fee Schedule, or a flat rate as may be agreed upon in the acceptance of an estimate/quote that will serve to supersede this clause, except in cases where additional work is requested and/or required and will be billed in accordance with this clause and the current Fee Schedule, which shall serve as an addendum to the Agreement.
- B. The baseline fee of \$160.00 CDN per hour will apply for all services requested or required above and beyond the terms of the Agreement, as well as all applicable fees in the current Fee Schedule, which shall serve as an addendum to the Agreement. Such services may be requested by the Client(s) and/or their legal counsel, ordered by the Court(s), or deemed necessary at the sole discretion of the Company. Prior to commencement of service above and beyond the terms of the Agreement at their sole discretion, the Company agrees to notify the Client(s) of same, and provide an estimate/quote and scope of work, except under circumstances where time is of the essence and the Company must proceed without approval, the Company is ethically, legally, or otherwise bound or obligated to proceed, or it is deemed at the Company's sole discretion to be necessary to fulfill their obligations under the terms of the Agreement. The Client(s) agree(s) to have the expense noted on the estimate/quote taken from any retainer/deposit on file with the Company, and, if funds are not available in an existing retainer/deposit, or a retainer/deposit was not provided, to top up the retainer/deposit to the amount noted or remit payment prior to or following those services occurring. Such services may include review of documents pertinent to assessment or report preparation, consultation with external professionals or subject matter experts, court appearances

and testimony, and any administration required that is not included in an estimate/quote.

- C. For court appearances and testimony, personal service at the Company's office address of either Form F23 - Subpoena to a Witness or Form F43 - Notice to Cross-Examine for BC Supreme Court or the relevant form(s) for BC Provincial Court is required, and must make note of any documents or objects relating to the matter that the Client(s) and/or their legal counsel wish the Company to bring with them. Records that contain personal or privileged information will not be presented without the prior written consent of the party to whom the information pertains. Refer to the Non-Disclosure Agreement agreed to by the parties, which shall serve as an addendum to this Agreement, for terms relating to personal information and protection of privacy. A date and time of service of said Forms shall be scheduled in consultation between the Company and the Client(s) and/or their legal counsel, and must occur at least 28 days prior to the scheduled date for which the Company's appearance/testimony is requested. A copy of the Affidavit of Service shall be provided to the Company when service of the documents has occurred.
- D. Payment of a retainer/deposit is required prior to or at the time of service of documents for any court appearance/testimony. A retainer/deposit invoice will be provided to the Client(s) for the time estimated to be required for the appearance/testimony, including any preparation time and administration. Any additional charges incurred for the appearance/testimony or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Company will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement.

- E. Payment of a retainer/deposit is required prior to beginning any reporting or assessment work, and any balance owing when the assessment(s)/report(s) is completed must be paid in full by the Client(s) before the assessment(s)/report(s) will be released. Reporting or assessment work will require a separate estimate/quote from the Company. Any additional charges incurred for the reporting or assessment work or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Company will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement.

- F. Upon prior Client written approval, transportation/accommodation fees incurred for travel related to the Client's file will be covered by the Client. Mileage for necessary travel requested by the Client and miscellaneous fees are outlined in the current Fee Schedule, which shall serve as an addendum to the Agreement. Travel time will be billed in real time accordingly, per the current Fee Schedule, in all circumstances beyond the Company's control (i.e. airline delays/cancellations, traffic delays/detours, accidents, or otherwise).

- G. Upon prior Client(s) written approval, the Company may sub-contract duties from time-to-time. Except for circumstances that fall under the regular course of business, the Company must provide a profile of the selected sub-contractor, to which the Client(s) have the final right of approval for the continuance of any such sub-contracting relationship. All employees, agents, representatives, advisors under the direct management of the Company are bound by the same terms described in the Agreement, as well as the Non-Disclosure Agreement agreed to by the parties, which shall serve as an addendum to the Agreement.

- H. Invoices shall be considered due upon receipt and/or prior to the commencement of the work described above. A compounding monthly charge of 2.00% interest (24.00% per annum) will be applied to any outstanding balance. This late charge is applicable to the unpaid balance thirty (30) days following the date of the original invoice.
- I. All contracts or agreements with the Company are entered into in the Province of British Columbia. Should it be necessary to collect on outstanding charges, any interest, penalties, legal fees, collection agency fees, or other costs incurred by the Company in an attempt to collect on past-due accounts will be added to the total amount owed by the Client. Any dispute between the Company and the Client(s) shall be resolved in the City of Victoria. Should any part of the Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately. Termination in this event shall not relieve the Client(s) of their responsibility to remit payment for any outstanding balances on their account.
- J. Fees will be based on the Company's most recent Fee Schedule, which shall serve as an addendum to this Agreement, unless otherwise agreed to in writing by the parties.
- K. Methods of payment accepted by the Company include Visa, MasterCard, American Express, Discover, and all Visa Debit cards. No personal cheques, cash, or E-mail Money Transfer (eTransfer) payments are accepted, as all standard services are scheduled and paid for in advance using the Company's scheduling and payment processing system. Please note that online payments by credit card are subject to a 3.25% convenience fee.

- L. The Company is contracted with a third-party payment processing company who accepts, processes, and deposits payments made online on behalf of the Company.
- M. The Company will not be held liable for any delay or issue in payment processing on behalf of that or any other third-party payment processing company, or any other issues, breaches or failures encountered due to a third-party.

5. TERMINATION

- A. The Client(s) and the Company reserve the right to terminate the Agreement at any time, without cause, by providing the other party two (2) week's written notice thereof.
- B. The Client(s) and the Company reserve the right to terminate the Agreement at any time, with cause, with no advance notice provided.
- C. For the purposes of the Agreement, "cause" shall be defined as: any single material breach of any of the terms of the Agreement, misrepresenting the Client(s) or the Company or providing false information to any party including counsel and the Court(s), representing the Client(s) or the Company or providing information without express permission, harassment, or otherwise untoward or threatening behaviour.
- D. Should the Company terminate the Agreement without cause, they agree to return any retainer/deposit paid by the Client(s) in full, less any accrued balance to-date.
- E. Should the Company terminate the Agreement with cause, the Client(s) agrees to forfeit the retainer/deposit paid to the Company.

- F. Should the Client(s) terminate the Agreement without cause, they agree to forfeit the retainer/deposit paid to the Company.
- G. Should the Client(s) terminate the Agreement with cause, the Company agrees to return the retainer/deposit paid by the Client(s) in full, less any accrued balance to-date.
- H. Termination of the Agreement does not release the parties of their obligations contained in the Non-Disclosure Agreement, which shall serve as an addendum to the Agreement.
- I. The termination or expiration of the Agreement shall not release the parties from their obligations under the Agreement afforded by common law or as otherwise contemplated in the Agreement, including those that exist in perpetuity, specifically related to confidentiality, disclosure and obligations such as payment.
- J. Upon termination or expiration of the Agreement, neither the Company nor the Client(s) shall be liable to the other, except for liability that arose before the termination or expiration of the Agreement, or arising after the termination or expiration of the Agreement as may be contemplated in the Agreement.
- K. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.
- L. The Agreement may only be amended or modified by a written instrument executed by both Consultant and the Client(s).

6. ENTIRE AGREEMENT

- A. This Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly agreed to and/or signed by the parties including the Non-Disclosure Agreement.

- B. This Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly agreed to and/or signed by the parties including the Non-Disclosure Agreement, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

THE AGREEMENT shall serve as a binding contract.

By providing their electronic consent, the Consultant and the Client and/or Client(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement.

Coastality (a division of 1220670 BC LTD.)

the "Consultant"



Leanne Toews (on behalf of Coastality, a division of 1220670 BC LTD.)

Authorized Signatory

NON-DISCLOSURE AGREEMENT

COASTALITY (a division of 1220670 B.C. LTD.) having its registered offices at:

109 - 645 Fort Street

Victoria, B.C.

V8W 1G2

T: +1.778.588.9520

E: office@coastality.ca

AND:

the Information Provider and/or Information Provider(s)

AGREE AS FOLLOWS:

1. BACKGROUND

- A. The Information Provider and Recipient desire to enter into a Non-Disclosure Agreement with regards to: “child, youth, individual, and/or family/group counselling and/or coaching services and/or reporting as it pertains to the Information Provider(s)’ needs as outlined in a Professional Services Agreement agreed to and accepted by an authorized party(ies), to which this Agreement shall serve as an Addendum, and/or as they pertain to the Information Provider(s)’ needs outlined in a provided estimate/quote, agreed to and accepted by an authorized party(ies), and/or as instructed by any Order accepted by the Court(s), and as may be instructed by any subsequent Order of the Court(s)” (the “Permitted Purpose”).

- B. In connection with the Permitted Purpose, the Recipient may receive certain confidential information (the “Confidential Information”).

2. CONFIDENTIAL INFORMATION

- A. All written and oral information and materials disclosed or provided by the Information Provider to the Recipient under the Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement, or how it was provided to the Recipient.
- B. “Confidential Information” means all data and information relating to the Information Provider, including, but not limited to, the following:
 - I. “Client Information” which includes names of Clients, including the Information Provider, their representatives, family, friends, colleagues, employers, etc...; and,
 - II. Confidential Information will include any information that has been disclosed by a third party to the Information Provider and is protected by a Non-Disclosure Agreement entered into between the third party and the Information Provider.
- C. Confidential Information will not include the following information:
 - I. Information that is generally known about, or regarding, the Information Provider;
 - II. Information that is now, or subsequently becomes, generally available to the public through no wrongful act of the Recipient;

- III. Information that the Recipient rightfully had in their possession prior to receiving the Confidential Information from the Information Provider;
- IV. Information that is independently understood by the Recipient without direct or indirect use of the Confidential Information; or,
- V. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

3. CONFIDENTIAL OBLIGATIONS

- A. Except as otherwise provided in the Agreement, the Recipient must keep the Confidential Information confidential.
- B. Except as otherwise provided in the Agreement, the Confidential Information will remain the exclusive property of the Information Provider and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider or any of its representatives, family, friends, colleagues, employers, etc... except as authorized in Section 1(C) of the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum.
- C. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in the Agreement, and any obligations to provide notice under the Agreement, will survive the expiration or termination, as the case may be, of the Agreement, and those obligations will last indefinitely.

- D. The Recipient may disclose any of the Confidential Information as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum. Section 2 of the Professional Services Agreement permits the disclosure of the Confidential Information in some cases, and shall supersede the Agreement where applicable.

- E. The Recipient agrees to retain all Confidential Information at their usual place of business, and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in the Agreement.

- F. Confidential Information may be transmitted or stored electronically, as contemplated in the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum.

4. REMEDIES

- A. The Recipient agrees and acknowledges that the Confidential Information is of a confidential and potentially sensitive nature, and that any failure to maintain the confidentiality of the Confidential Information in breach of the Agreement may not be reasonably or adequately compensated for in money damages and could cause irreparable injury to the Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to it by law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by the Agreement in relation to the Confidential Information, except as authorized in Section 1(C) or elsewhere of the Professional

Services Agreement to which this Non-Disclosure Agreement is an addendum.

5. RETURN OF CONFIDENTIAL INFORMATION

- A. The Recipient will keep track of all Confidential Information provided to them, and the location of such information. The Information Provider may, at any time, request the return of all physical Confidential Information from the Recipient. Upon the request of the Information Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of the Agreement, the Recipient will:
- I. Return all Confidential Information to the Information Provider, and will not retain any copies of such information;
 - II. Destroy, or have destroyed, all memoranda, notes, reports and other works based on, or derived from, the Recipients review of the Confidential Information; and/or,
 - III. Provide notice to the Information Provider that such materials have been destroyed or returned, as the case may be.

6. NOTICES

- A. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Information Provider prompt written notice of such request so the Information Provider may seek an appropriate remedy or, alternatively, to waive the Recipients compliance with the provisions of the Agreement in regards to the request, or, where appropriate, to report

to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.

- B. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of the Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- C. Any notices or delivery required in the Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in regular post, postage pre-paid, to the parties at the addresses (electronic or otherwise) contained in the Agreement, or as the parties may later designate in writing.
- D. The address for any notice to be delivered to the Information Provider in the Agreement is as shown in the outset of the Agreement.

7. REPRESENTATIONS

- A. In providing the Confidential Information, the Information Provider certifies that the Confidential Information provided, to the best of their knowledge, meets the adequacy, sufficiency, completeness and correctness requirements of the Recipient.

8. TERMINATION, ASSIGNMENT & AMENDMENTS

- A. All parties reserve the right to terminate the Agreement at any time, with or without cause, by providing the other party two (2) week's written notice thereof. All parties reserve the right to terminate the Agreement at any

time, with cause. Except as otherwise provided in the Agreement, all rights and obligations under the Agreement will terminate at the time.

- B. The termination or expiration of the Agreement shall not release the parties from their obligations under the Agreement or the Professional Services Agreement afforded by common law or as otherwise contemplated in the Agreement, including those that exist in perpetuity, specifically related to confidentiality and disclosure.
- C. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.
- D. The Agreement may only be amended or modified by a written instrument executed by both the Information Provider and the Recipient.
- E. All contracts or agreements with the Recipient are entered into in the Province of British Columbia. Any dispute between the Recipient and the Information Provider shall be resolved in the City of Victoria. Should any part of the Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately.

9. ENTIRE AGREEMENT

- A. This Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement.

B. This Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

THE AGREEMENT shall serve as a binding contract.

By providing their electronic consent, the Recipient and the Information Provider and/or Information Provider(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement.

Coastality (a division of 1220670 BC LTD.)

the "Recipient"



Leanne Toews (on behalf of Coastality, a division of 1220670 BC LTD.)

Authorized Signatory

TECHNOLOGY TERMS OF USE & CONSENT

COASTALITY (a division of 1220670 B.C. LTD.) having its registered office address located at:

109 - 645 Fort Street

Victoria, B.C.

V8W 1G2

T: +1.778.588.9520

E: office@coastality.ca

AND:

the Client and/or Client(s)

AGREE AS FOLLOWS:

1. BACKGROUND

- A. The information in this document pertains to the use of technology in counselling, coaching and other services provided by Coastality, a division of 1220670 BC LTD, and as recommended by the British Columbia Association of Clinical Counsellors (BCACC), related professional and governing body regulatory and ethical standards, and Office of the Information and Privacy Commissioner for B.C.
- B. The Client and/or Client(s) are required and assumed to have read this document in full prior to using technology such as Phone, FaceTime, Google Hangout, Skype, Zoom, Microsoft Teams, GoToMeeting or similar applications and video conferencing tools in the services being provided to them.

2. TECHNOLOGY SAFEGUARDS

- A. In order to protect information directly or indirectly related to the Client and/or Client(s), the Consultant does not utilize products or services with known or perceived privacy issues, and ensures that any notes, records, recordings or otherwise are securely stored and encrypted in reliable cloud-based infrastructure and/or secure physical storage, and not on a local device(s).
- B. In order to minimize the risks associated with the use of said technologies, it is recommended that the Client and/or Client(s) implement their own security safeguards, such as turning on encryption, setting privacy settings for their devices and/or browsers, using specific equipment, using technologies in a private place, and/or password protecting their devices and/or equipment, etc... prior to using these technologies.

3. LIMITATIONS

- A. Platforms/services such as FaceTime, Google Hangout, Skype, Zoom, Microsoft Teams, GoToMeeting or similar applications and video conferencing tools all securely encrypt their data, however the Client and/or Client(s) agree that they will use these platforms/services for online services at their own risk.
- B. The Client and/or Client(s) acknowledge and accept that they are responsible for their own security, and that the Consultant cannot guarantee any level of privacy related to the use of technologies in direct service delivery, and accepts no responsibility or liability for any interception or breach of privacy or data related to the use of technologies in direct service delivery.

4. CONSENT

- A. The Client and/or Client(s) confirm that the above information and notices shall be read prior to the commencement of service.
- B. By proceeding with service delivery using technology, the Client and/or Client(s) are deemed to have provided meaningful consent to do so, wherein they agree and accept the potential risks and their own responsibilities for protecting their own privacy when using technology.
- C. These terms of use in no way supersede any governing bodies' policies and/or professional guidelines, and in no way supersede any agreement in place between Client and/or Client(s) and the Consultant.

THESE TERMS OF USE AND CONSENT shall serve as a binding contract.

By providing their electronic consent, the Consultant and the Client and/or Client(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms.

Coastality (a division of 1220670 BC LTD.)

the "Consultant"



Leanne Toews (on behalf of Coastality, a division of 1220670 BC LTD.)

Authorized Signatory