

General Terms and Conditions of Sale with Michael Nicolosi

ART. 1 PURPOSE OF THE AGREEMENT

Michael Nicolosi (behavioral consultant) offers ABA intervention to children, adolescents and adults. The final recipient of the service is here named "client". In case the final recipient of the service is a child or a person not legally able to enter into a contract, the term "client" will be here referred to the parent or legal guardian providing consent to the ABA intervention.

Where the final recipient of the service is a child or a person not legally able to enter into a contract, it is the client's responsibility to provide consent to the ABA intervention and to provide the conditions for understanding and supporting the final recipient of the service by:

1. providing any information,
2. supporting the evaluation and intervention process,
3. fulfilling the present contract.

ART. 2 NATURE OF THE SERVICE AND RESPONSIBILITIES

The present service does not constitute psychotherapy nor a psychological health-related service. The present service is an educational consultancy based on Applied Behavior Analysis (ABA), and will therefore here be named "ABA Intervention".

The ABA intervention is based on 2 complementary parts:

1. Information and seminars: Michael Nicolosi will inform the client about the mainstream scientific literature related to human and animal behavior, freely accessible online;
2. Training: Michael Nicolosi will provide the client with oral and written instructions on how to manage his/her own behavior and/or the behavior of the final recipient of the service, according to the above-mentioned mainstream scientific literature and according to collected data on behavior.

The ABA intervention provided by Michael Nicolosi is solely based on Applied Behavior Analysis (ABA) and aims to teach the final recipient of the service new skills, reduce behavioral excesses and promote socially adequate behaviors.

The main intervention tools will be the interview, the measurement of behavior, the application of corrective protocols based on environmental control and modification of the environment, the physical guidance of the client, the staff training procedures.

The intervention, which makes use of scientifically validated procedures, does not ensure the achievement of a state of normality or recovery, but aims to improve the quality of life of the final recipient of the service by increasing desired behaviors and modifying their shape. The intervention will be related to the areas of need as, but not limited to, socialization, communication, self-care skills, play skills, self-occupation skills, learning skills, safety skills and use of public spaces.

The client bears the *risks* involved in implementing Michael Nicolosi's recommendations and proposed solutions. The client shall not hold Michael Nicolosi liable for damage resulting from the implementation. The liability for minor negligence is excluded. Otherwise, the rules of the profession apply.

In order for the intervention to be effective it is necessary that all the environments habitually attended by the final recipient of the service adhere in a systematic and coherent way to the programming drawn up by Michael Nicolosi.

The programming, carried out starting from an initial functional evaluation of the client, will be presented in the form of written reports, specific intervention protocols, guidelines, data collection forms and any other materials sent via e-mail from Michael Nicolosi to the client himself/herself and to other persons involved in the ABA intervention (other family members, ABA tutors, school support teachers, educators, speech therapists, psychomotor therapists, child neuropsychiatrists, pediatricians, etc).

In order to ensure effectiveness, the ABA intervention requires two fundamental prerequisites:

1. intensive application: the greater is the frequency of the weekly sessions during which programming is applied, the faster the learning will be, therefore the faster the progression towards more advanced targets;
2. generalization of the skills acquired during the intervention sessions to the largest number of environments usually attended by the final recipient of the service (school, workplace, sports centers, recreational courses, etc.).

At each work session with Michael Nicolosi, the client will be asked for an update on the ABA sessions carried out, through the delivery of the data collection sheets and/or video recordings. Michael Nicolosi will be available for any questions, doubts or clarifications about the sheets. The programming, based on the data collected step by step, is updated during the

meetings (workshops), which require the participation of the client.

Should the final recipient of the service adhere to any other interventions in addition to the ABA intervention, the client is kindly asked to notify Michael Nicolosi, so that he can communicate and collaborate with the professionals involved and agree on pursuing common goals or define together guidelines that channel the efforts of the client in a shared direction; with the exclusion of any liability by Michael Nicolosi for any refusals by third parties.

ART. 3 ACCEPTANCE PROCESS

The acceptance process may vary from one client to another due to a number of factors, most notably the nature of the referral area/s. After evaluation of the case, Michael Nicolosi will reserve the right to refuse any further services.

ART. 4 DURATION AND CLOSURE

The aim and duration of the ABA intervention service will be directly dependent on the need of the client but will start on the date agreed upon by the parties by e-mail, via instant messaging software, or via telephone.

Both Michael Nicolosi and the client may end this contract at any time and for any reason.

In particular, Michael Nicolosi has the right to discontinue the service to a client on the basis of scientific and/or ethical evaluations of the case (e.g. the final recipient of the service is not benefiting from the service; lack of compliance of the client with the intervention instructions; negligent management by the client of the risk of harms for the final recipient of the service itself or any other people involved, etc.).

The ABA intervention may be terminated following a review and, where appropriate, a final report provided by Michael Nicolosi.

The responsibility for finding and preparing the materials necessary to carry out the corrective intervention as described in the program lies with the client himself/herself, who is required to provide them by the date on which the intervention with the final recipient of the service is scheduled.

Should the client fail to comply with the terms indicated above, he/she must be held solely responsible for the postponement of the intervention.

ART. 5 COSTS, PAYMENTS, BILLING

The charges for ABA intervention are as follows:

1. ON-SITE ABA INTERVENTION (Switzerland): **CHF 180 per hour, including non-optional supplements of any kind, plus VAT (according to legal requirements and possible amendments; current VAT rate is 7.7% of the taxable amount);**
2. ON-LINE ABA INTERVENTION (Europe/World): **CHF 90 per hour, including non-optional supplements of any kind, plus VAT (according to legal requirements and possible amendments; current VAT rate is 7.7% of the taxable amount);**
3. ON-LINE ABA SUPERVISION FOR PROFESSIONAL DEVELOPMENT (Europe/World): **CHF 130 per hour, including non-optional supplements of any kind, plus VAT (according to legal requirements and possible amendments; current VAT rate is 7.7% of the taxable amount);**
4. Monthly ABA intervention plan: **407 CHF per month, including non-optional supplements of any kind, plus VAT (according to legal requirements and possible amendments; current VAT rate is 7.7% of the taxable amount).** Monthly ABA intervention plan includes:
 - a. 1 hour per month of direct consultancy (synchronous, with the client);
 - b. Weekly back-office supervision of the work operated by an assistant behavior analyst (whose service is not regulated by the present contract). Supervisions of the work of an assistant behavior analyst include (examples):
 - organizing the job of the assistant behavior analyst;
 - providing instructions on behavior measurement and writing programs;
 - checking written guidelines and learning protocols;
 - answering questions by phone, e-mail, instant messaging or videoconferencing software for smartphones, tablets or computers;
 - intervening in case of any difficulties;
 - providing instructions on staff management procedures, etc.
 - c. participation to an instant messaging group which will include the client and the assistant behavior analyst, in order to provide quick and easy support to the ABA intervention thanks to video and audio recordings.

30-Day Free Trial: during the promotional periods indicated on www.datadrivenaba.com website new clients can request service on a free trial basis for a period of a month.

This means that the client will receive the service and, **if for any reason he/she is not satisfied with the results, he/she can discontinue the service. No payments will be requested for services provided during the first 30 days.**

The 30-Day Free Trial is available only once per client. The acceptance for the 30-Day Free Trial is not guaranteed and will depend on Michael Nicolosi's availability (places are limited).

Acceptance of the 30-Day Free Trial will be communicated by Michael Nicolosi via e-mail before providing any service. In case of non-acceptance, the client may cancel the registration sending an e-mail to michaelnicolosi@datadrivenaba.com. After the 30-Day Free Trial expires, services will be charged.

All fees are due within 10 days from the invoice date and, in any case, before the next appointment. Services may be suspended if accounts remain unpaid after a written reminder.

It is the obligation of the client to check whether the work undertaken by Michael Nicolosi is covered by the client's insurance policies before commencing the ABA intervention. Should the insurance not cover the costs, the client is liable to pay the full amount of hours worked by Michael Nicolosi.

Travel policy: In case of onsite consultancies, the following reimbursement policy applies:

1. Within 1h of travel from the home address of the professional, Michael Nicolosi will ask no reimbursement.
2. After 1h of travel from the address of the professional:
 - a. 50% of hourly rate for the service
 - b. 2nd class, half fare public transport ticket from professional's home nearest station to the station nearest to client's house.

The exact amount of reimbursements will be agreed via e-mail.

Cancellation policy: in case of cancellations, the agreed service will be invoiced 100% if the cancellation request is submitted on same day, and 50% if the cancellation request is submitted the day before.

ART. 6 PROVISION OF THE SERVICE

The onsite ABA intervention will be carried out at the client's home, school and/or community, according to e-mail agreement with Michael Nicolosi.

The online ABA intervention will be carried out remotely, via online streaming platforms, via telephone, and/or by other means that allow a synchronous connection, with delivery of the necessary documents and protocols via e-mail.

For the proper implementation of the project, the client must be equipped with internet connection, computer and software as indicated by Michael Nicolosi, and in the event of malfunctions of the internet connection and/or computer and/or the aforementioned software such as to prevent the proper implementation of the ABA intervention, Michael Nicolosi cannot in any way be considered responsible.

ART. 7 CONFIDENTIALITY AND DATA PROTECTION

1. Michael Nicolosi will uphold the strictest confidentiality. The limits of confidentiality will be discussed prior to the first session taking place. Data will be collected according the conditions of the Swiss Federal Act on Data Protection.
2. By signing the present agreement, the client authorizes Michael Nicolosi to process (i.e.: to store, edit, use and communicate) personal data (personally identifiable information and sensitive personal data) concerning the client, the final recipient of the intervention, his/her family members and any other person whose personal data the client communicates to Michael Nicolosi. This includes also personal data related to parents, relatives, friends, colleagues, agents, teachers, companions, doctors and other professionals involved with the final recipient of the intervention and that can play a role in the ABA intervention. The client shall be responsible for collecting proper informed consent from any person whose personal data the client will communicate to Michael Nicolosi.
3. The nature of the processed personal data could be related to personally identifiable information (e.g.: name and address), as well as to sensitive personal data (e.g.: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning the person's health, habits, sex life or sexual orientation), as well as video recordings of behavior, audio recordings of behavior, photos, measurements of behavior.
4. Stored and communicated personal data will be in the form of written texts, documents (digital and hard version),

images (digital and hard version), video recordings, audio recordings, numerical data and graphs (digital and hard version).

5. Personal data shall be processed in order to:
 - a. provide the requested service
 - b. improve the requested service
 - c. request the payments of bills
 - d. fulfil law and taxes related duties
 - e. protect the health and physical safety of the client, of third parties and of the community.
 - f. conduct and publish scientific research (anonymized data only: any personally identifiable information will be removed from the data so that the people described remain anonymous)
 - g. conduct teaching courses and other educational activities (anonymized data only: any personally identifiable information will be removed from the data so that the people described remain anonymous)
6. Security measures for personal data processing will be commensurated to risk level according to law (e.g.: encryption, storage of data on a password and firewall protected personal computer, lock room and lock devices to prevent unauthorized accesses, log processing, etc.)
7. The client, who declares to be informed about the general security level of the followings, authorizes the communication of personal data through remote communication systems (in any case protected by one or more passwords) such as:
 - a. e-mail services entrusted to different service providers;
 - b. instant messaging and videoconferencing software for smartphones, tablets or computers;
 - c. clouding services;
 - d. telephone.

The communication tools shall be used to exchange information and personal data between authorized persons and bodies (listed at point 9) according to the purposes listed at point 5). Communicated personal data will have the forms listed at point 4).

8. At any moment the client can:
 - a. request confirmation of the existence of the personal data that he/she provided in Michael Nicolosi's archive;
 - b. obtain information about the purposes of processing, the categories of personal data, the recipients or

categories of recipients to whom the personal data have been or will be communicated and the period of storage;

- c. obtain the rectification and complete cancellation of personal data from Michael Nicolosi's archive;
 - d. obtain the restriction of processing;
 - e. obtain the portability of the data, i.e. receive them in a structured, commonly used and machine-readable format, and transmit them to another data controller;
 - f. object to the processing of data at any time, including the case of processing for direct marketing purposes;
 - g. request access to and rectification or erasure of personal data or restriction of processing;
 - h. withdraw consent for data processing at any time;
 - i. lodge a complaint with a supervisory authority.
9. Communication and discussion of personal data will be done by Michael Nicolosi only with authorized persons and bodies, which include:
 - a. the client and the final recipient of the intervention;
 - b. relatives, friends and professionals that might play a role in the ABA intervention;
 - c. external bodies connected to the financial coverage of the service (e.g.: insurance companies), as indicated by the client;
 - d. any supervisor of Michael Nicolosi, in any case bound by confidentiality;
 - e. third parties such as Michael Nicolosi's lawyers, courts or accountants;
 - f. public and/or private bodies that might play a role in the service provision;
 - g. the professionals listed on the website www.datadrivenaba.com (included the owner of the website), which constitute Michael Nicolosi's working team, in any case bound by confidentiality;
 - h. law enforcement officials;
 - i. students and attendees of courses or scientific events, including online events (anonymized data only: any personally identifiable information will be removed from the data so that the people described remain anonymous);
 - j. scientific journals (anonymized data only: any personally identifiable information will be removed from the data so that the people described remain anonymous)

Communication of personal data will be done to the above-mentioned authorized persons and bodies for purposes listed at point 5. Data communicated shall be restricted and commensurate to the needs. Any authorized person or body shall be held responsible for data protection after communication has been made.

10. The client is informed that some of the professionals listed on the www.datadrivenaba.com website are residents of Italy and some supervisors may be resident in UK. The client is informed that it may be necessary to transfer partially or fully, by paper or digital means and in accordance with EU Regulation 2016/679 ("GDPR 2016/679") personal data to the foreign professional, who may be resident in UK, Italy or other countries of European Union. The client therefore hereby gives consent to the possible transfer of personal data abroad, in UK and European Union, for the purposes listed at point 5.
11. Unless otherwise specified, authorization to share personal data with any person or bodies not mentioned here will be taken for granted after written communication (e.g.: digital communication) of the contact of the person or bodies by the client for purposes related to the ABA intervention.
12. The client is informed that Michael Nicolosi does not use profiling systems (automated form of processing to collect personal data and evaluate clients).
13. The client authorizes Michael Nicolosi to destroy all personal data entrusted to him after the expiry of 10 years from the termination of this contract, without prior notification.
14. The client undertakes not to disseminate any documents of those delivered by Michael Nicolosi to people unrelated to the ABA intervention.
15. The client is responsible for data processed on his/her own computer and in his/her premises.
16. For any question or request related to data processing, the client can make contact via e-mail with Michael Nicolosi.

ART. 8 MISCELLANEOUS

1. Technical steps involved to consider the present contract as signed

The present contract will be considered read, accepted and signed after the client has:

- a. filled in the registration form on the www.datadrivenaba.com website with all the personal information required for his/her case;
- b. checked all the checkboxes related to the acceptance of the present contract;
- c. submitted the registration form with one click on the button "I ACCEPT".

After submitting the registration form, the client will receive an e-mail with all the personal information provided. Should any of the information reported in the confirmation e-mail be wrong, the client must immediately inform Michael Nicolosi sending an e-mail to michaelnicolosi@datadrivenaba.com.

Payment will be requested by credit card or bank transfer and the client will receive an e-mail with a proposed date and time for an appointment.

2. Applicable law and competent court

This contract shall be exclusively governed and construed by the laws of Switzerland. All disputes arising out of or in connection with this contract, including disputes on its conclusion, binding effect, amendments, termination, and confidentiality of data shall be exclusively decided by the competent Swiss courts in the canton Schaffhausen (Switzerland).

The parties do expressly agree that the place of performance of the characteristic service is Schaffhausen (Switzerland), Michael Nicolosi's place of business.

3. Insurance

Michael Nicolosi is covered by professional liability insurance. This coverage is afforded only for clients invoiced by Michael Nicolosi and is not valid for damage produced by any other professional or for any liability occurring prior to this contract commencing, even if the client subsequently becomes a client of Michael Nicolosi.

4. Warranty and refund

All payments sent in advance will correspond to services. In case a service is not possible due to cancellation by the client, the client has the right to request and receive a refund of all payments sent in advance according to cancellation policy described at Art. 5.

In case a service is not possible due to any personal or professional problem related to Michael Nicolosi, the client has the right to request and receive a complete refund of all payments sent in advance.

5. Changes of contract

Any changes to this contract must be in writing and will be published on the www.datadrivenaba.com website. Clients will be informed by e-mail 8 weeks in advance. The client has the right to raise an objection to the changes by e-mail and cancel the contract.

6. Duration

The contract can be terminated by either party at any time.

In case of termination, the parties agree to communicate the will to terminate at least 48 hours before the scheduled appointment. The will to terminate the contract must be communicated via e-mail at michaelnicolosi@datadrivenaba.com.

7. Receiving fraudulent files

If the client receives any file from Michael Nicolosi, whether through e-mail or any other channel, the client agrees to check and scan this file for any virus or malicious software prior to opening or using this file.

8. Compliance with laws and law enforcement

Michael Nicolosi cooperates with government and law enforcement officials to enforce and comply with the law. Michael Nicolosi may disclose information necessary or appropriate to protect the safety of the public or any person, to respond to claims and legal processes (including but not limited to subpoenas), and to prevent or stop any activity that may be illegal or dangerous.

The client should also be aware that Michael Nicolosi may be obliged to disclose information to allow law enforcement or to other authorities to conform to their professional and legal responsibilities.

Specifically, and without limitation, the client should be aware that the law might require Michael Nicolosi to disclose information and/or take action in the following cases:

- a. reported or suspected abuse of a child or vulnerable adult;
- b. serious suicidal potential;
- c. threatened harm to another person;
- d. court-ordered presentation of treatment.

9. Responsibility in case of use of insecure means of communication

The client accepts any risk that e-mails, instant messaging or videoconferencing software for smartphones, tablets or computers and clouding services may not be a fully secure and confidential means of communication. Michael Nicolosi will not be liable for any loss or damage suffered as a result of communicating with the client in this manner.

10. Emission of tax documents

Michael Nicolosi will send the client an invoice for the provided services via email.

The client shall indemnify Michael Nicolosi against any liability arising from the issue of incorrect invoices or any other tax documents due to errors in the data provided by the client himself/herself, the client being solely responsible for correct data entry.

11. Violation of Terms and Conditions

The client will indemnify Michael Nicolosi, defend him, and hold him harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following:

- a. a client's violation of any of the provisions of this contract;
- b. non-payment for any of the services;
- c. a client's violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

This clause shall survive expiration or termination of this contract.

12. Responsibility of the client

- a. I hereby confirm that I am legally able to consent to receive the ABA intervention, or I am a parent or guardian of the final recipient of the ABA intervention and I have the right to ask for the ABA intervention in his/her favor. Furthermore, I hereby confirm that I am legally able to enter into a contract.
- b. I hereby confirm that all the information that I have provided, and the information that I will provide in the future, is accurate, true, current and complete. Furthermore, I agree that during the term of this contract I will make sure to maintain and update this information so that it will continue to be accurate, current and complete.
- c. I hereby assure, once I have read, accepted and signed the present contract by clicking on the button "I ACCEPT" of the www.datadrivenaba.com website, that I will print and keep the present contract in my records.

13. Others

In the event that one or more provisions of these Contract are or become in whole or in part invalid, this does not affect the validity of the remaining provisions of this contract.

Last Update 10/8/2023