Data Driven ABA
reaching people

General Terms and Conditions of Sale with Michael Nicolosi

ART. 1 DEFINITIONS AND PURPOSE OF THE AGREEMENT

For the purposes of this contract, the following terms shall have the meanings indicated:

1. Client

The individual receiving the service. In cases where the Final Recipient of the Service (as later defined) is a minor or an individual not legally capable of entering into a contract, the term "Client" shall refer to the parent or legal guardian providing consent for the ABA Intervention. In cases where the Final Recipient of the Service is a child or someone unable to legally sign a contract, the Client (parent or legal guardian) is responsible for:

a. Providing consent for the ABA Intervention.
b. Supplying all necessary information to support the understanding of the Client's needs and the service delivery.
c. Assisting in the evaluation and intervention process to ensure its effectiveness.
d. Adhering to the terms and conditions of this contract.

2. ABA Intervention

The educational consultancy service provided by Michael Nicolosi, based on the principles of Applied Behavior Analysis (ABA) as defined in Art. 2.

3. Final Recipient of the Service

The individual for whom the ABA Intervention is designed, whether it is the Client or another person (e.g., a child or dependent) for whom the Client has legal responsibility.

4. Behavior Supervisor

A professional responsible for managing the ABA Intervention, providing oversight, and guiding the intervention process. The Supervisor coordinates the work of an Assistant Behavior Analyst, who carries out weekly sessions based on the Supervisor's instructions. The Supervisor is ultimately responsible for all programming and decision-making, while the Assistant operates under their direct guidance.

5. Behavior Analyst

A professional who has full responsibility for the ABA Intervention without involving an Assistant. The Behavior Analyst independently handles all aspects of the case, including assessment, program development, data analysis, and direct intervention.

6. Assistant Behavior Analyst

A professional who implements weekly ABA sessions under the direct supervision of a Behavior Supervisor. The Assistant Behavior Analyst is not authorized to carry out interventions independently and relies on the Supervisor's ongoing direction and updates to ensure the intervention is effective.

7. Services for Professional Development

Training and consultation services aimed at enhancing the skills and knowledge of professionals in the field of Applied Behavior Analysis (ABA).

8. Group Services

Structured sessions or activities designed for multiple Clients to participate together in a group setting, led or facilitated by Michael Nicolosi. These services typically involve collaborative learning, peer interactions, and discussions that support personal growth, skill development, or learning goals. Group Services may include, but are not limited to, workshops, training sessions, or educational interventions where Clients share experiences, provide feedback, and contribute to the collective progress of the group. Participants agree to engage actively and respect the privacy and confidentiality of other members.

Michael Nicolosi, a behavioral consultant, offers ABA (Applied Behavior Analysis) interventions to children, adolescents, and adults.

ART. 2 NATURE OF THE SERVICE AND RESPONSIBILITIES

The services provided do not constitute psychotherapy or psychological health-related services but are educational consultancies based on Applied Behavior Analysis (ABA), hereafter referred to as "ABA Intervention". The ABA Intervention encompasses two complementary components:

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 offer oral and written guidance on managing personal behavior or that of the Final Recipient of the Service, in alignment with the aforementioned scientific literature and behavioral data collected.

The ABA Intervention is rooted exclusively in ABA principles, aiming to teach new skills, diminish behavioral excesses, and foster socially acceptable behaviors through various tools, including interviews, behavioral measurement, corrective protocols, environmental modifications, guidance, and staff training procedures.

While the intervention employs scientifically validated methods, it does not guarantee normalization or recovery but seeks to enhance the quality of life by promoting desired behaviors. Areas of focus include socialization, communication, self-care, play, learning, safety skills, and navigating public spaces.

Clients assume the risk associated with implementing recommendations and cannot hold Michael Nicolosi liable for damages incurred, excluding minor negligence. Professional standards apply otherwise.

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 will be directly dependent on the needs of the Final Recipient of the Service but will start on the date agreed upon by the parties by e-mail.

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 requested, a final report provided by Michael Nicolosi.

The contract will also be considered automatically terminated if no intervention, consultation, or meeting with Michael Nicolosi takes place for more than 120 consecutive days.

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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

Payments will be requested by card. The applicable fee (option 1 - 7) will be communicated by Michael Nicolosi before the start of the service. Additionally, a transaction fee contribution will be requested to share the transaction costs between Michael Nicolosi and the Client. The transaction fee contribution is subject to possible amendments. The charges for the ABA Intervention will be accepted only in CHF and are as follows.

1. ON-LINE WITHIN-COUNTRY REGULAR ABA INTERVENTION (Clients who are Swiss residents and/or request services from the Swiss waiting list): **CHF 180 per hour plus transaction fee contribution** (example: 6.00 CHF/h)**, including non-optional supplements of any kind, plus VAT** (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

2. ON-LINE WITHIN-COUNTRY ABA SUPERVISION (Clients who are Swiss residents and/or request services from the Swiss waiting list): **CHF 300 per hour plus transaction fee contribution** (example: 9.00 CHF/h)**, including non-optional supplements of any kind, plus VAT** (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

3. ON-LINE ACROSS-COUNTRIES REGULAR ABA INTERVENTION (Clients who are European residents and/or request services from the European waiting list): **CHF 90 per hour plus transaction fee contribution** (example: 3.00 CHF/h)**, including non-optional supplements of any kind, plus VAT** (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

4. ON-LINE ACROSS-COUNTRIES ABA SUPERVISION (Clients who are European residents and/or request services from the European waiting list): **CHF 180 per hour plus transaction fee contribution** (example: 6.00 CHF/h)**, including non-optional supplements of any kind, plus**

VAT (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

5. ON-LINE ABA SUPERVISION FOR PROFESSIONAL DEVELOPMENT (Clients who are Swiss or European residents and request services for professional development): **CHF 210 per hour plus transaction fee contribution** (example: 10.00 CHF/h)**, including non-optional supplements of any kind, plus VAT** (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

6. ON-LINE ABA EMERGENCY INTERVENTION (Clients who are Swiss or European residents and request emergency services outside of working hours): **CHF 210 per hour plus transaction fee contribution** (example: 6.00 CHF/h)**, including non-optional supplements of any kind, plus VAT** (in accordance with legal requirements and any future amendments; the current VAT rate is 8.1% of the taxable amount);

7. ON-LINE GROUP SERVICES FEE**.** The hourly rate for group services is variable and depends on the specific group service chosen by the client. The applicable fee will be communicated to the client prior to the commencement of the group sessions. By proceeding with the payment of the communicated fee, the client accepts the rate and acknowledges that it covers the full scope of the agreed group service. Payment will be required by card, and any applicable transaction fees will be shared between Michael Nicolosi and the client. Services may be suspended if accounts remain unpaid after a written reminder.

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.

Cancellation policy: in case of cancellations of an appointment, 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.

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ART. 6 PROVISION OF THE SERVICE

The ABA Intervention will be carried out only 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 to the conditions of the EU General Data Protection Regulation 2016/679 (GDPR) and the Swiss Federal Act on Data Protection (FADP of 25 September 2020; LPD, RS 235.1)

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, Final Recipient of the Service, his/her family members and any other person whose personal data the Client communicates to Michael Nicolosi. This also includes personal data related to parents, relatives, friends, colleagues, agents, teachers, companions, doctors, and other professionals involved with the Final Recipient of the Service who may play a role in the ABA Intervention.

   Given that the Client may expose third parties and their personal data to Michael Nicolosi during the intervention, the Client is responsible for obtaining informed consent in compliance with the GDPR and FADP from all persons whose data is shared with Michael Nicolosi, including consent for the use of video recordings, photos, and audio recordings for educational purposes, conferences, and other public presentations without the need to anonymize faces, voices, or other identifying features.

   This responsibility includes informing all relevant individuals (such as family members, teachers, and other professionals) and securing their valid consent before any personal data is communicated to Michael Nicolosi.

For data shared with Michael Nicolosi by the Client, the Client is required to expressly confirm that they have obtained the necessary consent from all individuals whose personal data is shared. While Michael Nicolosi is not obligated to independently verify each consent, the Client's confirmation is legally binding, and the Client assumes full responsibility for ensuring that such consent is compliant with GDPR and FADP requirements.

The Client guarantees that any personal data shared with Michael Nicolosi has been lawfully obtained and that all necessary consents have been properly secured. Michael Nicolosi, as the data processor for the data shared by the Client, will process the data solely for the purposes outlined in this agreement and in accordance with applicable regulations.

Michael Nicolosi shall rely on the Client's confirmation in good faith and is not held liable for any lack of consent or legal deficiencies in the consent obtained by the Client. However, Michael Nicolosi reserves the right to request evidence of the obtained consent from the Client on a sample basis or in the event of a complaint or concern regarding the legality of the data processing. If such evidence cannot be provided, Michael Nicolosi may suspend the processing of the relevant data until compliance is ensured.

3. CLIENT RESPONSIBILITY FOR OBTAINING CONSENT. The Client is solely responsible for obtaining and managing informed consent from any third parties (including but not limited to minors, spouses, family members, friends, colleagues, teachers, healthcare professionals) whose personal data may be communicated to Michael Nicolosi as part of the ABA Intervention. The Client expressly declares that they have obtained informed consent, in compliance with the GDPR and the FADP, from all individuals involved, including minors and vulnerable persons, whose personal and sensitive data will be shared with Michael Nicolosi.

   The Client declares that each consent obtained covers the following aspects:

   a. Processing of personal data for the provision of ABA services.
   b. Potential processing of sensitive data, such as health information, video and audio recordings.
   c. Sharing of data with other professionals involved in the intervention.
   d. International transfer of personal data, where applicable.
   e. Potential use of data for educational and scientific purposes, as agreed with the Client.

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Liability Exclusion. The Client expressly releases Michael Nicolosi from any liability arising from the failure to obtain, maintain, or validate informed consent for third-party data shared as part of the intervention. Michael Nicolosi reserves the right to suspend data processing if there are doubts or complaints regarding the legality of the data provided by the Client.

Consent Verification. Upon request, the Client shall provide proof of informed consent obtained from third parties whose personal data is shared with Michael Nicolosi. Failure to provide such proof may result in the suspension of the intervention or cessation of data processing until compliance with applicable regulations is ensured.

Compliance Declaration. The Client declares that all third-party personal data provided to Michael Nicolosi has been collected and communicated in accordance with GDPR and FADP, ensuring that the individuals concerned are fully informed and have given their free, specific, informed, and unambiguous consent.

Duration and Withdrawal of Consent. The Client guarantees that the consents obtained remain valid for the duration of the intervention and until the complete processing of the personal data by Michael Nicolosi. In the event of withdrawal of consent by third parties, the Client is obliged to immediately inform Michael Nicolosi, who will cease the processing of the affected data.

4. 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.

5. 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).

6. 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 Final Recipient of the Service, of third parties and of the community.
   f. Conduct and publish scientific research.
   g. Conduct teaching courses, presentations at conferences, and other educational activities, including the use of video recordings, photos, and audio recordings without anonymizing or altering identifying features such as faces and voices.

The Client expressly authorizes Michael Nicolosi to use video recordings, photos, and audio recordings that include the Client, the Final Recipient of the Service and other individuals involved in the intervention (e.g., family members, teachers, other professionals) for educational purposes, such as teaching courses, presentations at conferences, and other professional or academic activities. The Client acknowledges that this use may involve the display of faces, voices, and other identifying features without anonymization or alteration.

The Client confirms that they have obtained the necessary consent from all individuals involved for these purposes.

7. 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.).

8. 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 10) according to the purposes listed at point 6). Communicated personal data will have the forms listed at point 5).

9. 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 recipient or categories of recipient 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.

10. 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 Service.
   b. Relatives, friends, teachers and professionals that might play a role in the ABA Intervention, as indicated by the Client.
   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.
   j. Scientific journals.

Communication of personal data will be done to the above-mentioned authorized persons and bodies for purposes listed at point 6. 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.

11. 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 and USA. In such cases, personal data may be transferred to these professionals for the management of the ABA intervention.

Such transfers will take place exclusively through services that adopt Standard Contractual Clauses (SCC) approved by the European Commission, along with other recognized security measures. The services used apply SCC to ensure an adequate level of protection in the transfer of data to third countries, in compliance with the GDPR and the FADP. These measures include encryption and compliance with international standards to minimize the risks associated with the transfer of data.

It is also noted that the transfer of data to countries that do not offer an equivalent level of protection to that guaranteed in the European Union or Switzerland, such as the United States, entails some inherent security risks, as public authorities in those countries may have access to the transferred data. However, these risks are mitigated by the use of secure platforms that implement protective measures such as encryption and other internationally recognized standards.

The Client expressly consents, through the signing of this contract (as described in the Art. 10.1 of this Terms), to the transfer of personal data abroad to the aforementioned countries for the purposes indicated at point 6. The data will be handled with the utmost care and responsibility by the professionals involved, in compliance with the applicable regulations and best practices for the protection of personal data.

12. The Client expressly authorizes Michael Nicolosi to communicate personal data concerning the Final Recipient of the Service, as well as other individuals involved in the intervention (e.g., family members, teachers, professionals), to third parties involved in the ABA Intervention. The Client confirms that they have obtained explicit and legally valid consent from all individuals whose personal data will be shared with Michael Nicolosi, ensuring that such consent complies with the GDPR and the FADP requirements.

The Client acknowledges that the authorization given to Michael Nicolosi is based on the understanding that all necessary consents have been properly secured. Michael Nicolosi shall rely on the Client's confirmation and assumes no responsibility for verifying individual consents, provided that the Client's authorization is clear and documented. The Client remains fully responsible for any legal implications arising from the absence or invalidity of such consents.

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13. The Client is informed that Michael Nicolosi does not use profiling systems (automated form of processing to collect personal data and evaluate Clients).

14. 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.

15. The Client undertakes not to disseminate any documents of those delivered by Michael Nicolosi to people unrelated to the ABA Intervention.

16. **Prohibition on Commercial Use of Information**. The Client agrees not to use any personal or sensitive information shared by Michael Nicolosi for commercial purposes, unless explicit consent is obtained from all parties involved. This includes the sale or monetization of any data or recordings obtained during the project. Violations of this clause will be subject to legal action and penalties as outlined in applicable laws.

17. The Client is responsible for data processed on his/her own computer and in his/her premises.

18. For any question or request related to data processing, the Client can make contact via e-mail with Michael Nicolosi.

ART. 8 RESPONSIBILITIES REGARDING DATA PERTAINING TO MICHAEL NICOLOSI

1. In the event that Michael Nicolosi shares personal data, including video recordings, audio recordings, images, or any other data as defined in Art. 7.4, with the Client, the Client will be responsible for the proper handling and protection of this data in accordance with GDPR and FADP requirements. This data may include not only information related to the Client and the Final Recipient of the Service but also data pertaining to Michael Nicolosi himself.

   The Client acknowledges that they must take appropriate technical and organizational measures to safeguard this data, ensuring that it is protected from unauthorized access, misuse, or disclosure. Any breach or mishandling of such data by the Client may result in legal consequences, and the Client assumes full liability for any resulting damages.

2. **Use of Recording Containing Data Pertaining to Michael Nicolosi**. Clients may use video and audio recordings provided by or containing data related to Michael Nicolosi solely for personal reference and within the scope of the ABA intervention. It is strictly prohibited to distribute, share,

or otherwise make use of these recordings beyond personal use without the explicit written consent of Michael Nicolosi and any other involved parties.

Clients are required to implement appropriate technical and organizational measures to protect such recordings from unauthorized access, loss, or disclosure, in compliance with GDPR and FADP standards. Any breach of data security arising from the Client's handling of these recordings will be the sole responsibility of the Client. Michael Nicolosi will not be held liable for any misuse, unauthorized distribution, or data breaches caused by the Client's failure to adequately secure the recordings.

3. **Data Retention and Deletion Pertaining to Michael Nicolosi.** Any personal data, including video and audio recordings, provided by or containing information related to Michael Nicolosi must be securely deleted by the Client within a period of 6 months from the moment they were delivered, unless otherwise required by law or explicitly agreed upon with Michael Nicolosi. The Client is fully responsible for ensuring that such data is handled in compliance with GDPR and FADP requirements, including the timely and secure deletion of this data.

   Michael Nicolosi also has the right to request the deletion of his personal data from other clients at any time, in accordance with GDPR and FADP, and compliance with such a request must be confirmed without undue delay.

ART. 9 GROUP SERVICES AND DATA PROTECTION

1. **Participation in Group Services**. By signing this contract, the Client consents to the processing (i.e., storage, modification, use, and communication) of their personal data, including images and video recordings, by Michael Nicolosi and other participants (Clients) involved in the Group Services. The Client acknowledges that Group Services involve the discussion of personal data, including sensitive information, in a group setting. The Client's contact information, as well as that of other participants, will be shared during the first session to facilitate communication within the group.

2. **Consent for Peer Data Sharing**. By signing this contract, the Client explicitly consents to the sharing of their personal data with other participants in the Group Services, in accordance with the confidentiality obligations outlined in this contract. The Client acknowledges that other participants will process this data solely for the purposes of the Group Services, and agrees that this sharing is

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necessary for the successful completion of the Group Services.

3. **Responsibility for Third-Party Data**. The Client is fully responsible for obtaining informed consent in accordance with GDPR and FADP from any third party whose personal or sensitive data they disclose during the Group Services. This includes ensuring that the individuals involved have explicitly authorized the processing of their data by both Michael Nicolosi and the other participants in the project. Michael Nicolosi will rely in good faith on the Client's confirmation that all necessary consents have been obtained and assumes no responsibility for any legal consequences arising from the failure to secure such consent.

4. **Confidentiality Obligations**. All participants are bound by strict confidentiality with respect to any personal, sensitive, or private information (including video and audio recordings) shared by others during the Group Services. Such information may only be discussed within the context of the Group Services and cannot be disclosed to third parties or used for purposes other than personal reference. Any breach of confidentiality, misuse, or harmful use of the information collected, including any that involves minors, will be reported and sanctioned in accordance with applicable law. This confidentiality obligation continues indefinitely and remains in effect even after the termination of the services.

5. **Use of Recordings**. Clients may use the video and audio recordings from Group Services solely for personal purposes. It is strictly prohibited to distribute, share, or otherwise make use of these recordings beyond personal reference without the explicit consent of all parties involved. Clients must ensure the security of such recordings in accordance with GDPR and FADP by adopting appropriate technical and organizational measures to prevent unauthorized access, loss, or disclosure. Michael Nicolosi will not be held liable for any breaches of data security related to the Client's handling of recordings or data obtained during the Group Services.

6. **Security Measures**. Clients are required to implement appropriate technical and organizational measures to protect any personal data or recordings obtained during Group Services, including but not limited to password protection, encryption of stored data, and secure storage of physical copies. Clients must ensure that their handling of such data complies with the security requirements of GDPR and FADP, and they are fully responsible for any breach that occurs due to insufficient security measures.

7. **Data Breach Notification**. In the event of a data breach involving personal data obtained during the Group Services, the Client must immediately notify Michael Nicolosi and the relevant data protection authorities in accordance with GDPR and FADP requirements. Failure to report a breach may result in legal consequences and penalties.

8. **Role as Data Controller**. While Michael Nicolosi relies in good faith on the Client's confirmation of obtained consents, he acknowledges his role as the data controller for the personal data processed during the Group Services. Michael Nicolosi will ensure that all data processing activities under his control comply with GDPR and FADP, including any data shared during Group Services.

9. **Access and Rectification Rights**. Clients have the right to request access to their personal data processed during the Group Services and to request the correction of any inaccurate or incomplete information. Any such requests must be made in accordance with GDPR and FADP procedures.

10. **International Data Transfers**. For Clients residing within the European Union (EU), the European Economic Area (EEA), or other regions, personal data may be transferred to third countries outside of the EU/EEA, including Switzerland, as part of the execution of this contract. These transfers will be conducted in accordance with Standard Contractual Clauses (SCC) approved by the European Commission or other legally recognized measures to ensure an adequate level of data protection.

Clients registering for the service from outside Switzerland acknowledge that they are already aware their data will be transferred accordingly. Furthermore, Clients are informed that data may be shared among members of the DDA, some of whom reside in Switzerland and Italy, resulting in data transfers across these regions. By enrolling in the service, Clients consent to such data transfers and understand that they are necessary for the proper execution of the Group Services and related activities.

The European Client explicitly consents to the international transfer of their personal data to third countries for the purposes described in this contract, including the execution of the Group Services and related activities. The Client has the right to withdraw their consent at any time, understanding that this may result in the suspension or termination of the service.

In cases where data will be transferred to other countries outside the EU/EEA or Switzerland, the Client will be informed as required by law. Such transfers will only take

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place under GDPR-compliant mechanisms, ensuring an adequate level of data protection is maintained.

The Client is also informed that if data is transferred to countries that do not offer an equivalent level of protection to that guaranteed in the European Union or Switzerland, such as the United States, there may be inherent risks. These risks include potential access by public authorities in those countries. However, these risks are mitigated by the use of secure platforms that implement protective measures such as encryption and other internationally recognized standards.

By signing this contract, the Client acknowledges and agrees to these international data transfers, understanding the necessary role they play in the execution of services. The Client further acknowledges that some professionals involved in the project, including members of the DDA, reside in Switzerland and Italy, and that data sharing among these members is essential for the proper execution of the service.

11. **Data Retention and Deletion**. Personal data collected by other Clients during the Group Services, including video and audio recordings, must be securely deleted or anonymized within a period of 6 months after the completion of the Group Services, unless otherwise required by law or agreed with the affected Client. Clients are responsible for ensuring that any personal data in their possession is handled in compliance with GDPR and FADP, including the timely deletion or anonymization of such data. Clients also have the right to request the deletion of their personal data from other clients at any time, in accordance with GDPR and FADP.

12. **Data Portability**. Clients have the right to receive their personal data in a structured, commonly used, and machine-readable format. Michael Nicolosi will provide the necessary assistance to ensure that data can be transferred to another data controller upon the Client's request.

13. **Protection of Minors' Data**. If personal data related to minors is shared during the Group Services, clients are required to obtain explicit consent from the minors' parents or legal guardians, in accordance with GDPR and FADP. Special care must be taken to protect the privacy and integrity of data related to minors, and any breach involving minors' data will be subject to strict legal consequences.

14. **No Automated Profiling.** No automated decision-making, including profiling, is conducted using the personal data collected during the Group Services. All data processing

activities are based on human review and are intended solely for the purposes outlined in this contract.

15. **Review and Updates to Data Protection Clause**. This data protection clauses will be reviewed and updated periodically to ensure continued compliance with GDPR, FADP, and any other applicable data protection laws. Clients will be notified of any significant changes, and their continued participation in the Group Services will constitute acceptance of the updated terms.

16. **Social Engineering Protections**. Clients agree not to use any personal data or information obtained during the Group Services to engage in social engineering tactics, phishing, or any other form of manipulation to extract additional personal data from other participants. Any such actions will be considered a serious breach of this contract and will be subject to legal action.

17. **Suspension or Exclusion for Breach of Data Protection Rules**. Any participant who violates the data protection or confidentiality obligations outlined in this contract may be immediately suspended or excluded from the Group Services at the discretion of Michael Nicolosi. Such suspension or exclusion will not entitle the participant to any refund of fees, and may result in further legal action.

18. **Non-Competition Clause**. Clients agree not to use any methodologies, techniques, or proprietary information shared during the Group Services to create or promote competing services or products. This non-competition obligation remains in effect for up to 10 years after the completion of the Group Services, or for the maximum duration and within the limits permitted by applicable law. If any part of this clause is found to be unenforceable, the duration or scope of the obligation will be adjusted to the maximum extent allowed by law.

19. **Cooperation Obligations**. Clients agree to actively cooperate with Michael Nicolosi and other participants to ensure that all data processing activities comply with GDPR, FADP, and this contract. This includes promptly notifying Michael Nicolosi of any inaccuracies, data breaches, or other issues related to the personal data processed during the Group Services.

20. **Liability and Sanctions**. The Client agrees to indemnify and hold harmless Michael Nicolosi from any claims, damages, or legal actions arising from the misuse or unauthorized disclosure of data by the Client. Any violation of the confidentiality obligations or misuse of personal data will be subject to legal action and penalties in accordance with applicable laws, including GDPR and FADP. This

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includes reporting any breaches to the relevant data protection authorities.

21. **Authorization and Consent.** By signing this contract, the Client authorizes the processing of their personal data, including video and audio recordings, by Michael Nicolosi and other participants in the Group Services, for the purposes of the Group Services. The Client also confirms that they have obtained the necessary informed consent from any third party whose data they may share during the project and agrees to maintain confidentiality regarding all personal and sensitive information disclosed by the instructor, collaborators, or other participants.

22. **Continuous Consent Management**. Clients have the right to withdraw their consent for the processing of personal data at any time during the course of the Group Services. Upon withdrawal of consent, Michael Nicolosi will cease further processing of the Client's data, except where required by law. Clients who withdraw their consent may be required to discontinue their participation in the Group Services, depending on the nature of the project and the impact of the withdrawal.

23. **Consent Verification Process**. Michael Nicolosi reserves the right to periodically verify that all necessary consents for the processing of third-party data have been properly obtained by the Clients. This may involve requesting documentation or confirmation from the Client. Failure to provide such verification upon request may result in the suspension of the Client's participation in the Group Services.

24. **Prohibition on Commercial Use of Information**. Clients agree not to use any personal or sensitive information shared during the Group Services for commercial purposes, unless explicit consent is obtained from all parties involved. This includes the sale or monetization of any data or recordings obtained during the project. Violations of this clause will be subject to legal action and penalties as outlined in applicable laws.

25. **Joint Liability Clause**. The Client acknowledge that they may be held jointly liable for any violations of data protection or confidentiality obligations committed in collaboration with other participants. In such cases, all parties involved in the violation may be subject to legal action and penalties, in accordance with applicable laws. This clause is intended to reinforce the importance of collective responsibility within the Group Services.

ART. 10 MISCELLANEOUS

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

The present contract will be considered read, understood, 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".

Submitting the registration form as outlined in the aforementioned points shall be considered equivalent to signing this contract in its paper form.

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.

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,

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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 email four weeks in advance.

The Client has the right to raise objections to the proposed changes by sending a communication via email before the changes take effect. If no communication is received within four weeks of the notification, the changes will be considered automatically accepted.

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 24 hours before the scheduled appointment. The will to terminate the contract must be communicated via e-mail at michaelnicolosi@datadrivenaba.com.

The contract will also be considered automatically terminated if no intervention, consultation, or meeting with Michael Nicolosi takes place for more than 180 consecutive days.

7. Receiving fraudolents 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. Non-competition clause.

The Client agree not to use any of Michael Nicolosi's methodologies, techniques, or proprietary information shared to create or promote competing services or products. This non-competition obligation remains in effect for up to 10 years after the end of the present contract, or for the maximum duration and within the limits permitted by applicable law. If any part of this clause is found to be unenforceable, the duration or scope of the obligation will be adjusted to the maximum extent allowed by law.

12. 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,

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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.

13. Responsibility of the Client

a. I, the Client, hereby affirm that I am legally capable of consenting to receive the ABA Intervention, either on my own behalf or as the parent or guardian of the Final Recipient of the Service, and possess the legal right to request such intervention in their favor. Additionally, I confirm my legal capacity to enter into this contract. Furthermore, I hereby confirm that I am legally able to enter into a contract.

b. I, the Client, attest that all information I have provided, as well as any future information I will provide, is accurate, truthful, current, and complete. I agree to promptly update any such information to maintain its accuracy and completeness throughout the duration of this contract.

c. I, the Client, hereby assure, once I have read, understood, 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.

14. Others

This contract supersedes all previous terms, agreements, discussions, and written communications related to the current service, and constitutes the entire agreement between the Client and Michael Nicolosi concerning the service here described. In the event that one or more provisions of this contract are or become in whole or in part invalid, this does not affect the validity of the remaining provisions of this contract.

Last Updated: 29/08/2024

By clicking the 'I ACCEPT' button on the registration form, after selecting this contract, I, the Client, confirm the following:

☐ I consent to the use of my data, including videos, photos, and audio without anonymization, for educational purposes and to the transfer of my data outside the EU/EEA, including Switzerland, for the execution of this contract.

☐ I accept the "General Terms and Conditions of Sale" (Articles 1 to 10) and acknowledge that signing this contract electronically is equivalent to signing it in paper form.

☐ I confirm that I have obtained the necessary consent from third parties involved, and I accept the website's Terms and Conditions and Privacy Policy.