

Date: 02/12/2024

Genies Career Hub Coaching Contract

Between: Genies Career Hub (the "Hub") and Career Coach (the "Contractor")

1. Definitions and Interpretations:

Commencement Date: The date on which the Contractor begins providing services.

Contractor: The individual or entity providing coaching services under this contract.

Hub: Genies Career Hub, part of Career Genies UK LTD, 124 City Road, London, EC1V 2NX.

Phone: 0203 476 7492

Platform: The Genies Career Hub platform, including all Al tools, designs, logos, marketing materials, system processes, software, code, and documentation.

2. Parties:

Hub: Genies Career Hub, part of Career Genies UK LTD, 124 City Road, London, EC1V 2NX.

Phone: 0203 476 7492

Contractor: [Contractor Details] Name and address

3. Scope of Work:

The Contractor agrees to provide coaching and training sessions to Hub subscribers via the Hub's platform.

Sessions will cover specific career coaching topics of the coach's choice and program selection; however, the Hub will audit content periodically.

The Hub will offer two complimentary months to new coaches on the site, beginning when the coach starts their first session, and this falls within the initial 20-week period.

The coach can promote unlimited coaching courses on the site.

The coach must update the coaching dashboard of their availability and is responsible for keeping the dashboard up to date. Coaches will be given training on how to use the coaching dashboard.

4. Contractor and Company Obligations:

The Contractor shall:

Provide services diligently, using all reasonable care and skill.

Use their best endeavours to promote the interests of both the client and the company.

Comply with all relevant laws and regulations affecting the provision of the services.

Comply with all policies and procedures of the company.

The Hub shall:

Provide access to the platform and necessary tools for conducting coaching sessions.

Offer ongoing support and training for using the platform.

5. Compensation and Payment Terms:

The Hub will compensate the Contractor for the coaching sessions, with cumulative payments made one month in arrears.

A detailed breakdown of monthly sessions and the total payable amount will be provided.

Initially, the Hub will retain 20% of coaching fees for services delivered through our platform during the first 20 weeks of coaching.

Performance reviews and assessments will occur regularly, potentially leading to a sliding-scale reduction in our commission after the initial 20-week period, as specified below:

- Week 21-40: 15% commission

- Week 41 and beyond: 10% commission

Disbursements: The Contractor will be responsible for all expenses incurred in providing the coaching services.

6. Promotions and Events:

From time to time, the Genies Career Hub may run specific promotions to attract new subscribers.

The coach must agree to any price changes resulting from promotions.

The marketing team will notify the coach in advance, and the coach may request removal from the promotion if deemed unnecessary.

7. Marketing Plan:

The Hub has an intensive marketing plan ensuring maximum exposure for coaching services.

Our platform's reach and engagement make us the ideal choice for career coaching.

8. Career Genies Accreditation:

The Hub will provide Career Genies Accreditation to the Contractor, enhancing their professional credentials when our coaches program becomes available in 2025.

9. Platform Tools:

The Contractor will have access to all our platform tools for seamless coaching services.

This includes the Genies Career Studio Suite, CV Creator, CV Match, and CV Optimizer.

Additionally, when our Psychometric Testing and Al Coach become available, they will be accessible.

10. GDPR Compliance and Data Ownership:

Both parties agree to comply with the General Data Protection Regulation (GDPR) requirements.

The Hub will retain ownership of any data collected through coaching sessions on our platform.

11. Conflicts of Interest:

Any conflicts of interest must be disclosed immediately to avoid any delays in such disclosures.

The Contractor may appoint a substitute to perform their duties, subject to the Hub's approval.

12. Warranties and Indemnities:

The Contractor indemnifies the Hub against any liability, loss, damage, costs, or expenses incurred by the Hub arising from the Contractor's performance or breach of their obligations, including:

- Any income tax and/or national insurance contributions.
- Any act or neglect on the part of the Contractor, and any claim that the Hub is vicariously liable for

such act or neglect.

- Any liability for any employment-related claim or claim based on worker status brought by the Contractor.

13. Termination:

The Hub may terminate the contract immediately in the event of inappropriate behaviour, misconduct, breach of ethical guidelines, breach of contract, failure to provide services, or if the Contractor is declared bankrupt.

Either party may terminate the contract with 30 days' written notice.

The contract is valid for a period of 12 months from the date of signing. Renewal will be based on performance and mutual agreement.

14. Governing Law and Jurisdiction:

This contract is governed by English Law, and the English courts shall preside over any claim arising in connection with it.

15. License to Use the Platform:

Grant of License: Genies Career Hub grants the Contractor a non-exclusive, limited, revocable license to access and use the platform, including Al tools, solely for conducting coaching activities as permitted by this Agreement.

Scope of Use: The Contractor may use the platform to offer coaching services to clients registered on Genies Career Hub. Any other use, including reselling, sublicensing, or exploiting the platform, is prohibited.

Termination of License: This license is valid for the duration of the Contractor's engagement with Genies Career Hub. The license will terminate upon breach of this Agreement or for other valid reasons. Upon termination, the Contractor shall cease all use of the platform.

16. Ownership of Content:

Platform Content Ownership: All content related to the Genies Career Hub platform, including designs, logos, marketing materials, system processes, software, code, documentation, and Al tools, is the sole intellectual property of Genies Career Hub.

No Transfer of Rights: Nothing in this Agreement transfers any ownership rights or interests in such content to the Contractor. The Contractor is granted a limited license to use platform-related content solely for coaching activities.

Prohibition of Unauthorised Use: The Contractor shall not copy, reproduce, distribute, modify, or create derivative works from any platform-related content without the permission of the Genies Career Hub.

17. Use of Image and Content:

By signing this agreement, the Contractor grants permission to Genies Career Hub to use their image, biography, course title, course descriptions, videos, webinars, whitepapers, ebooks, and other collateral on the site for the duration of the contract.

18. Coaching Community:

The Contractor will be part of the Coaching Café, a community for all coaches on the platform to connect and share insights.

The Contractor will also be included in the Coaching WhatsApp group for real-time communication and support.

19. Confidentiality:

The Contractor agrees to maintain the confidentiality of all proprietary information, data, and materials provided by the Hub.

Any information disclosed during coaching sessions must not be shared with third parties without explicit consent from the Hub.

20. Professional Conduct:

The Contractor must adhere to the highest standards of professional conduct and ethics.

Any inappropriate behaviour, misconduct, or breach of ethical guidelines may result in termination of the contract.

21. Feedback and Improvement:

The Contractor agrees to participate in periodic feedback sessions to assess the quality of coaching services and identify areas for improvement.

The Hub will provide constructive feedback and resources to support professional development.

22. Use of Technology:

The Contractor is responsible for ensuring they have the necessary technology, including a stable internet connection and updated software, to conduct coaching sessions effectively.

The Hub will provide technical support as needed.

23. Conflict of Interest:

The Contractor must disclose any potential conflicts of interest that may arise during providing coaching services.

The Hub will assess and address any conflicts to ensure the integrity of the coaching program.

24. IP Considerations for Al Tools:

The Platform includes several Al tools, and it is essential to clarify that these tools are part of the licensed platform provided to the Contractor.

The AI tools have been trained on materials created by Career Genies to avoid IP infringement risks associated with third-party materials.

Ownership of Al Tool Output: It is clarified that third-party customers/users, not the contractors, will own the output of the Al tools. This will be made clear in a separate agreement between Career Genies and the third-party customer.

Signatures

Orlaigh Smyth CEO,

Genies Career Hub Date: 02/12/2024

Orlaigh Smyth

Orlaigh Smyth CEO, Genies Career Hub

Career Coach Signatures

Signature

Name

Date

Genies Career Hub

The Career Genies UK LTD, trading as The Genies Career Hub 124, City Road, London, EC1V 2NX,

