

## AGREEMENT FOR THE CRAZY SUCCESSFUL FORMULA

This document sets out the Terms and Conditions of the Engagement which shall govern the appointment of The Ideas Lab London Ltd (“TILL”) by the **Client** for and on their behalf and behalf of its affiliates (if any) for the provision of The Crazy Successful Formula (“The Programme”). These Terms and Conditions together with the Client’s completion of the Acceptance form on the TILL order page shall form the whole contract between the parties (the “**Agreement**”) to the exclusion of any other terms.

### The Programme

1. TILL shall deliver the Programme described in the on the TILL website in accordance with these Terms and Conditions.
2. TILL shall deliver the Programme with all reasonable, skill, care and diligence, in accordance with best industry practice.
3. The scope of the Programme shall be as set out on the TILL website. Any revision to the scope of the Programme, including any requests by Client for TILL to perform any additional services to the Programme, shall be agreed between the parties in writing.
4. TILL shall provide the Programme to Client as an independent contractor and not as an employee, agent, partner or joint venturer. Neither party will have any right, power or authority to bind the other. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly TILL shall be fully responsible for and in respect of (i) any income tax, national insurance and social security contributions arising from or made in connection with the performance of the Programme and (ii) any liability arising from any employment related claim or any claim based on worker status arising out of or in connection with the provision of the Programme.
5. Nothing in this Agreement shall prevent TILL from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement.

### Client Responsibilities

6. Client shall provide TILL with complete, accurate and up to date information and shall do any agreed homeworks which shall be completed in a timely fashion and provided to TILL no later than 24 hours prior to the consultation to which the homework relates.
7. Client shall reasonably assist TILL to the extent necessary for the provision of the Programme, as may be agreed between the parties.
8. To the best of its knowledge, any and all information provided by or on behalf of Client (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to TILL will not infringe any copyright or other third-party rights.
9. TILL has no obligations to verify any Client Information save to the extent explicitly agreed as part of the Programme.
10. At or following the termination of this Agreement the Client, upon request by TILL, shall provide a testimonial, and such request shall not be unreasonably refused.

### Fees

11. Client shall pay the fees for provision of the Programme as detailed on the TILL website (“**Fees**”).
12. VAT will be applied to all fees as required by applicable law.
13. Subject always to clause 29, in the event the parties have agreed the Client may pay the Fees by instalment such Fees are fully earned at the commencement of this Agreement and therefore the Client shall remain liable for all unpaid instalments unless a termination event described in Clause 27 occurs.

### **Deliverables and Intellectual Property Rights**

14. TILL shall provide to Client those deliverables as set out on the TILL website.
15. All intellectual property rights in any Client Information and any materials provided by Client to TILL shall remain the property of Client or its licensors and Client hereby grants, or shall procure the grant, to TILL of a non-exclusive, non-transferable, royalty-free limited licence to use Client intellectual property rights for the sole purpose of providing the Programme in accordance with the Agreement.
16. All intellectual property rights which are created, owned by or licensed to TILL prior to the commencement of the Programme, and all modifications thereto, including but not limited to course content shall remain vested in TILL, or its licensors.
17. Access to any course content supplied with the coaching programme is strictly for the Client only and shall not to be shared with any third party without the express prior permission of TILL. This means the Client may not take TILL's exact content and worksheets and present it as their own.
18. Nothing in these Terms and Conditions shall prevent TILL from developing and using any techniques, ideas, concepts, information or know-how relating to methods of general application learnt or developed during the provision of the Programme.

### **Confidentiality**

19. TILL shall keep all confidential information created or received in connection with the Programme and/or Client and its affiliates and these Terms and Conditions confidential and shall not disclose it to any third party nor use it for any purpose other than in connection with providing the Programme without the Client's express prior permission. This however shall not prevent TILL from sharing anonymized examples in generality as part of its business.

### **Data Protection**

20. Each party represents that it shall at all times, during the term of the Agreement comply with all applicable data protection laws, including but not limited to the the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) (the "**Data Protection Legislation**").

### **Liability**

21. Save where required by law or is expressly provided in this Agreement, neither party may recover in contract or tort, under statute or otherwise, any amount with respect to loss of profit, loss of business, loss of business opportunity, loss of revenue or damage to goodwill, or any consequential, incidental, indirect or special loss in connection with claims arising out of the Agreement or otherwise relating to the Programme, whether or not the likelihood of such loss or damage was contemplated.
22. Save as required by law and subject to the other liability provisions set out herein, TILL's liability to Client in contract or tort, under statute or otherwise whatsoever arising out of or in connection with this Agreement and the Programme shall be limited in total to the amount of the Fees.
23. The Client acknowledges TILL shall assume no duty nor have any liability to any person or entity who is not a party to the Agreement, whether a client, trading partner, service provider or affiliate of the Client.
24. Nothing in the Agreement shall limit or exclude the liability of the Client:
  - (a) for such liability that cannot be excluded or limited by law (including fraud and fraudulent misrepresentation);
  - (b) for breach of any obligations relating to intellectual property, data protection or confidentiality;
  - (c) for payment of the Fees; and
  - (d) for libel or slander.

### **Term and Termination**

25. This Agreement applies to the Programme whenever performed (including before the date of this Agreement).
26. This Agreement shall terminate on the completion of the Programme and in no event later than one calendar year from the date of this Agreement.
27. Either party may terminate this Agreement, earlier upon 14 days' written notice to the other party but only on the death or incapacity of either party or where the parties mutually agree in writing.
28. Upon such termination, the Service Provider shall provide a pro rata refund of the Fees paid based on the percentage of time the Client has not received out of the total agreed for the Programme.
29. Solely if the fees are payable by instalment, this Agreement may be terminated by the client within the first 28 days. In such event, there shall be no return of any Fees already paid and the Client shall not be liable for any future fees.
30. The other provisions of this Agreement that give rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

### **Governing Law and Dispute Resolution**

31. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Programme, shall be governed by, and construed in accordance with, the laws of England and Wales.
32. Any dispute relating to the Agreement or the Programme shall first be referred in good faith to mediation with a mediator mutually agreed by the parties, and only if that fails to achieve a resolution, then subject to the exclusive jurisdiction of the English courts, to which each party agrees to submit for these purposes.

### **Miscellaneous**

33. The Agreement constitutes the entire agreement between the parties as to the Programme and the other matters it covers and supersedes all prior agreements and understandings with respect thereto, including any confidentiality agreements previously delivered. Save in respect of any fraudulent misrepresentation, in entering the Agreement the parties agree that neither have relied on statements other than those included in the Agreement and both give up any claims arising out of statements other than those included in the Agreement.
34. The parties may execute the Agreement, as well as any modifications to it by electronic means and each may sign a different copy of the same document. Modifications and amendments to the Agreement must be in writing and authorized by representatives of each party.
35. Neither party may assign any of the rights, obligations or claims under the Agreement.
36. If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
37. A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
38. Any notice to be given under the Agreement shall be in writing and given in person or by sending the same by first class letter or email (provided a copy is also sent by mail) to the authorized representatives of each party. Notices shall take effect when they have been received if delivered by hand, or the same business day if received by email or 2 days after posting by first class post.