MICRO FRANCHISE/LICENCE AGREEMENT

You (the Partner) enter into this agreement with The Mental Wellbeing Company Franchise Ltd a company registered in England and Wales with company registration number 15465173 whose registered office is at 123 Harvey Drive, Chestfield, Whitstable, England CT53QY (the Business).

By actively ticking the box at checkout and proceeding with your enrollment or purchase, you are agreeing to be bound by this agreement. This action constitutes a legally binding agreement under applicable consumer protection and electronic transactions laws.

BACKGROUND

(A) The Business, as a result of its owners' extensive research and practical business experience, has developed the Branded Business, which is carried on under the Trade Name using the Trade Marks.

(B) The Business has built up a great reputation and extensive goodwill in the Trade Name and Method and is associated with high standards and levels of service.

(C) The Business is the owner of all rights in the Trade Marks and Intellectual Property.

(D) The Business has developed specialised Products and Servicesto be used in the Branded Business. The Business's current range of Products and Services is listed in the Business Suite and Schedule 1.

(E) The Business and its owners have or are in the process of registering the Trade Marks which are associated with the Services and Products.

(F) The Partner wishes to acquire from the Business the right and licence to operate the Branded Business in accordance with the terms of this agreement.

Agreed terms

1. Interpretation

1.1. Definitions and Interpretation. The definitions and rules of interpretation in this clause apply in this agreement.

Additional Training: the Leadership Certification and Qualification training (CMI Level 7) or any other additional training offered by the Business.

Branded Business: the business offered in partnership with the Business which shall offer Trauma informed coaching and workshops subject to certification to businesses and consumers using the Method as more particularly described in the Business Suite and Starter Pack.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: The date the Partner ticks the box and completes checkout, thereby entering into this agreement.

Cooling off Period after Commencement Date: Within 14 days of the Commencement date either party may terminate this agreement by written notice with all monies repaid in full.

Confidential Information: any information which is disclosed by one party to the other pursuant to, or in connection with, this agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the hands of one of the parties in relation to the Branded Business, the Partner 's Business, the Method , the Services or the Products, other than information which is already in the public domain (otherwise than as a result of a breach of any obligation of confidentiality).The Confidential Information of the Business includes the Business Suite and any other details of the Method supplied by the Business to the Partner .

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly

Co Brand: the Partners name or such name to be agreed between the parties in Partnership with The Mental Wellbeing Company

Expert: has the meaning given in clause 28.

Software: The Mental Wellbeing CRM System operated through Coach Funnel

Documents: This Agreement, the Trademark Licence and the Business Suite

Partner's Business: the Branded Business as carried on by the Partner under this agreement.

Group: in relation to a company, that company, any subsidiary or holding company from time to time.

Group Company: in relation to a company, any member of its Group.

Initial Fee: the sum selected at point of sale inclusive of vat and payable in accordance with clause 4.

Initial Term: the term referred to in clause 3.1.

Instalment Plan: the payment plan as selected at point of sale by the Partner.

Intellectual Property: patents, rights to inventions, copyright and related rights, rights in software, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world relating to the Products, Services, Branded Business and the Method , owned by the Business or acquired by the Business from time to time.

Monthly Fee: the monthly fee selected by the Partner at point of sale.

Mandatory Policies: the Business's mandatory policies and procedures listed in Schedule 4 and as amended by notification to the Partner from time to time.

Business Suite: the confidential Business Suite setting out the operations and procedures for running the Branded Business compiled by the Business, as updated from time to time by the Business.

Method: the distinctive business format and method developed and implemented by the Business using the Intellectual Property, Confidential Information, operational procedures, management, marketing and advertising techniques, details of which are set out or referred to in the Business Suite

Products: the products described in the Business Suite and Schedule 1, as the same may, from time to time, be amended by agreement (and such other products as shall, from time to time, be notified in writing by the Business to the Partner).

Related Entities: means, in relation to the Business, any member of its Group including but not limited to TIDAL Global Ltd.

Renewal Fee: £500

Renewed Term: any term of this agreement following a renewal under the provisions of this Agreement.

Restricted Business: any business or commercial venture including the Business and the other partners that directly competes or works with the Business at the time of 24 months prior to the date of termination that the Business does not give prior consent to.

Restricted Customer: any company or person who during the 24 months prior to the date of termination of this agreement, was a customer of OR in the habit of dealing with the Business.

Services: the specialised and accredited services developed by the Business to be used in, or supplied by, the Partner's Business and referred to in the Business Suite and Schedule 1.

Starter Pack: the items and offers to be used in connection with the Branded Business and listed in Schedule 1

Stationery: all letterheads, invoices, order forms and other documents in the form set out in the Business Suite or otherwise approved in advance of use by the Business in writing to be used by the Partner for the purpose of the Partner 's Business.

Tender: any public sector or private sector tender, procurement exercise, request for proposal, quotation process, framework application, dynamic purchasing system application, grant application, or other competitive bid.

Term: the Initial Term of this agreement plus any Renewed Term under clause 3.

Trade Marks: the registered and unregistered Trade marks listed in Schedule 2

Trade Mark Licence: the trade mark licence to be entered into by the parties and detailed in Schedule 3.

Trade Name: the name The Mental Wellbeing Company.

Initial Training: ICF and CPD Accredited Somatic Trauma Informed Coaching

Transfer Notice: the notice referred to in clause 18.2.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.2. Headings. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. Person. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. Schedules. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5. Company. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6. Singular and plural. Words in the singular shall include the plural and vice versa.

1.7. Gender. A reference to one gender shall include a reference to the other and all genders including non binary.

1.8. Legislative references. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.9. Writing. A reference to writing or written includes email.

1.10. Inclusionary language. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11. The phrase ‘point of sale’ refers to the conclusion of the relevant sale via the electronic checkout utilised by the Business on its website, or any other means of sale that the Business adopts throughout the Term which confirms the package inclusions which the Partner is purchasing.

2. Rights granted

2.1. Licence to operate the Branded Business. In consideration of the payments agreed to be made in clause 4, the Business grants the Partner a licence to:

(a) carry on the Branded Business;

(b) use the Intellectual Property in respect of the Branded Business; and

(c) use the benefit of the Business's accounting, management and marketing knowledge and experience.

The Partner shall carry out the activities listed in this Clause 2.1, in accordance with the Method, during the Term and in accordance with the provisions of this agreement and the Business Suite and the Trade Mark Licence.

2.2. Trade Mark Licence. The Partner shall enter into the Trade Mark Licence on the date of this agreement.

2.3. Risk acknowledgment. The Partner acknowledges that:

(a) The Business cannot and does not under any circumstances guarantee the financial performance of the Partner's Business.

(b) The Business has not made any representations about the Branded Business other than information which has been provided by the Brochure.

(c) The financial success of the Partners Business is entirely dependent upon the Partners Business and management skills, level of investment, hard work, ability and commitment to the Partners Business.

(d) It has had the opportunity to take independent advice before entering into this agreement.

3. Commencement Date and Term

3.1. Initial Term. The Initial Term of the agreement is 3 Years from the date of this agreement (subject to earlier termination in accordance with clause 20).

3.2. Renewed Term. The Partner may, by notice in writing to the Business, given not less than three months before the end of the Initial Term or any Renewed Term, request the term of this agreement to be renewed for a period of 3 years after the end of the previous Term. The Business shall, by notice in writing to the Partner, accept a renewal of the term of this agreement, if:

(a) at the end of the Initial Term, there are no outstanding material breaches by the Partner or the Individual of this agreement or the Trade Mark Licence which cannot be remedied within 30 days to the satisfaction of both Parties and there are no grounds on which the Business has a right to terminate this agreement under clause 20;

(b) the Partner has otherwise performed their obligations under this agreement to the reasonable satisfaction of the Business and the Partner 's Business meets the Business's requirements.

(c) The Partner pays the Renewal Fee and the new Monthly Fee.

3.3. Agreement for Renewed Term. Any renewal under this clause 3 shall be effected by the parties entering into a new agreement, which shall be in the Business's then current form of agreement, provided that, on such renewal the Business will not be under any obligation to perform the obligations under clause 5 unless specifically agreed in writing between the Parties.

3.4. No waiver. Unless the parties agree otherwise in writing, any renewal under this clause 3 shall be without prejudice to any rights or obligations of the parties OR the rights of the Business outstanding at the end of the Initial Term.

3.5. Termination on expiration of Term. Unless it is terminated earlier under clause 20, this agreement shall terminate at the end of the Term.

3.6. Trading without agreement after the end of Term. If the Partner continues to carry on the Partner 's Business after the end of the Term, but without having agreed a Renewed Term with the Business, then it will be deemed to do so on the terms and conditions of this agreement (or any agreement entered into by the parties under clause 3.3), save that the Partner or the Business will be entitled to terminate this agreement on giving to the others 6 months written notice of termination.

4. Fees

4.1. Initial Fee. On the date of this agreement or in accordance with the Instalment Plan, the Partner shall pay the Initial Fee. The Initial Fee shall cover all the Business's obligations under clause 5. The Business reserves the right to modify or adjust the Initial Fee during promotional periods, and any such modifications shall be communicated to the Partner in writing.

4.2. Monthly Fee. The Partner shall pay the Monthly Fee starting on the 7th month anniversary of the date of this agreement and each calendar month thereafter.

For the avoidance of any doubt where an Instalment Plan has been opted for both the Monthly Fee and the Initial Fee in accordance with the opted Instalment Plan will be due and payable by the Partner.

4.3. Payment method. Unless the Business otherwise notifies the Partner in writing, the Partner shall make all payments through the automated payment processing service through Stripe.

4.4. VAT. All fees due under this agreement are inclusive of VAT.

4.5. Third party suppliers. The Partner shall be responsible for the payment of their own third party suppliers (Eg; virtual assistants or designers).

4.6 Promotional Pricing:
Promotional Offers: The Business reserves the right to offer promotional pricing at point of sale, which may include reduced or waived fees for a specified period (such as no monthly service fees for the first 6 months).

Override of Contractual Pricing: In cases where promotional pricing is applied at checkout, such promotional pricing shall override the standard fees outlined in this agreement for the duration specified in the promotion. After the promotional period expires, the standard fees as outlined in this agreement will apply unless otherwise agreed in writing by the parties.

Communication of Promotional Terms: The specific terms of any promotional pricing, including the duration of the promotion and any subsequent fees, will be communicated in writing at the time of purchase and must be agreed upon by both parties.

5. Business's initial obligations

The Business shall following the date of this agreement provide the Partner with:

(a) Where included Initial Training and certification in the specialist expertise required to operate the Branded Business.

(b) general advice on how to set up the Branded Business;

(c) The Starter Pack

(d) Access via personal log details to the Business Suite;

(e) such advertising for the Branded Business before the Commencement Date in such manner as it may, in its absolute discretion, think fit; and

(f) the Software on the terms of the licence set out in the Business Suite

(g) Within 14 days of receiving the properly completed onboarding information provide the Partner with the co branded website.

6. Business's continuing obligations

The Business shall at all times during the Term:

(a) provide the Partner with know-how, advice and guidance relating to the Branded Business as it thinks fit;

(b) establish and maintain accreditation standards for coaches within the business system ("Accredited Coaches"). These standards shall include criteria for eligibility, assessment methods, and ongoing requirements for maintaining accreditation.

(c) update the Business Suite and Method from time to time and inform the Partner of all such updates;

(d) Offer ongoing support to partners for the implementation and maintenance of accreditation standards. This may include access to support staff, educational materials, and periodic check-ins to assess compliance with accreditation requirements.

(e) supply the Products and Stationery to the Partner subject to availability on the Business's standard supply terms and conditions applicable at the date of placing the order for the avoidance of any doubt a Starter Pack will be provided free of charge on initial sign up but ongoing supply will be charged at the businesses applicable rates;

(f) assist when asked to do so the Partner in procuring such goods and services (other than the Products) as are necessary for the purposes of the Partner 's Business; and

(g) Entirely at its discretion organise an annual event or events of all Partners subject to the purchase of an attendance fee of the Branded Business at a time and place which is convenient to the majority of those Partners.

7. Partner's obligations

Partner agrees to adhere to the Accreditation Standards and comply with accreditation requirements set forth by the Business. Partners shall ensure that all support staff employed or contracted within their Branded Business receive adequate training on accreditation standards and procedures. The Business may provide additional training resources and support materials to assist partners in this regard.

7.1. Trading. The Partner shall:

(a) operate the Branded Business in accordance with the Business Suite; and

(b) Introduce any improvements or modifications into the Branded Business when requested by the Business.

7.2. Partner Offerings

The Partner may offer online group coaching sessions and workshops, subject to the following restrictions:

(a) all sessions must be delivered live, in real time (either online or in person). No sessions may be pre-recorded and/or sold as 'evergreen' content;

(b) only 100 individual workshop tickets can be utilized per calendar month, but, these may be allocated for multiple workshops; and

(c) the Partner must only use materials previously approved in writing by the Business in any sessions and/or workshops. As at the date of this Agreement, the Partner may use the Workshops Presentation, Trauma-Unlocking Workbook and the Narcissistic Abuse Trauma-Unlocking Workbook in the form marked as the most current by the Business.

7.3. Brand promotion and protection. The Partner shall:

(a) use its best endeavours to promote and extend the Branded Business;

(b) use its best endeavours to protect and promote the goodwill in the Branded Business;

(c) not do anything that could or might in the sole opinion of the Business bring the Branded Business into disrepute or damage the reputation of the Branded Business; and

(d) not provide any information to the media about the Branded Business or the Partner 's Business unless the Business's prior written consent has been obtained.

(e) Comply with the brand guidelines in the Business Suite at all times and submit to the Business any new branding for prior approval unless otherwise directed.

7.4. Purchases. The Partner shall:

(a) only purchase and use Stationery and Products which are supplied by the Business OR a supplier that has been approved in writing by the Business or which have been previously signed off and approved by the Business; and

(b) pay all suppliers of goods and services in accordance with their terms of payment.

7.5. Supplies to customers. The Partner shall:

(a) supply products and services to end users only on the standard terms and conditions of sale set out in the Business Suite and not on any other terms and conditions;

(b) promptly redo the Service or refund the price of any Service supplied by or on behalf of the Partner which in their reasonable opinion does not conform with the high standards required by the Method;

(c) sell or provide only such Products or Services as may be described from time to time in the Business Suite upon the terms and conditions herein set out and ensure that the range of Products and Services specified by the Business are available for sale by the Partner.

(d) Provide the Services strictly in accordance with the service level expectations of the Business and for the avoidance of any doubt do not combine the workshops and courses with any other training.

7.6. Procedures, finance and accounting. The Partner shall:

(a) comply with ordering, invoicing and accounting procedures as required by the Business OR set out in the Business Suite;

(b) not offer credit to customers without the prior written consent of the Business;

(c) pay all third-party suppliers promptly in accordance with the terms of supply agreed with them and not enter into any arrangement or agreement to factor, charge or otherwise deal with the debts of the Partner 's Business without the prior written consent of the Business;

(d) ensure that adequate finance is available to the Partner to enable the Partner fully to develop the Partner's Business in accordance with this Agreement;

(e) use such forms, documents and contracts in relation to the Partner 's Business as are from time to time designated by the Business and no other similar items.

7.7. Pricing. The Partner shall:

(a) consult with the Business as to the prices to be charged in the Partner 's Business and refrain from charging in less than the minimum and excess of any maximum charges specified by the Business

(b) not enter into any arrangement with any other Partner concerning the prices to be charged and as more particularly specified in the Business Suite.

7.8. Restrictions on tenders

(a) The Partner shall not, without the prior written consent of the Business, whether separately or jointly, do any of the following:

i) submitting, leading, participating in, or otherwise be named in a Tender under the name of the Business or its Related Entities;
ii) refer to the Business or its Related Entities and its trading names, brand, credentials, accreditations, policies, delivery history, case studies, staff, associates, resources, systems, intellectual property, or organisational capability in any Tender in a way which suggests formal backing, delivery partnership, endorsement, consent, or involvement where no prior written approval has been given; or
iii) present themselves to any commissioning body, contracting authority, customer, buyer, evaluator, or procurement panel as acting on behalf of, in partnership with, or as an authorised representative of the Business unless expressly authorised in writing to do so.

(b) The parties acknowledge that unauthorised Tenders may create procurement conflicts, duplication, misrepresentation, brand risk, and reputational damage, and may adversely affect the ability of the Business and its Related Entities to participate in the same or related opportunities.

(c) Where a Partner identifies a Tender opportunity which may be suitable for collaborative delivery, they may submit a written request to collaborate with the Business or its Related Entities on this Tender.

(d) Any request pursuant to clause 7.8(c) shall be considered at the sole discretion of the Business and its Related Entities. No collaboration, endorsement, use of name, use of credentials, or participation in the bid shall be permitted unless and until written approval has been provided.

(e) Where collaboration is approved, the Business or its Related Entities shall determine, at their sole discretion, the bid structure, lead bidding entity, named delivery model, pricing model, allocation of roles, and contractual position of all parties.

(f) Where a collaborative bid is approved and subsequently successful, any delivery role offered to the Partner shall be subject to a separate written agreement or schedule with the Business or its Related Entities confirming scope, responsibilities, delivery rates, and associated expectations.

(g) The Partner acknowledges that any payment rates for training delivery under a Tender shall be determined by the Business or its Related Entities and may include deductions or retained margin to account for administration, bid management, contract management, quality assurance, compliance, resource development, intellectual property, and organisational overheads.

(h) Where the Business or its Related Entities approves a collaboration with the Partner on a Tender , this does not guarantee appointment to deliver, any minimum volume of work, or exclusivity in relation to the contract.

7.9. Disclosure of information. The Partner shall:

(h) without delay, inform the Business of any possible or actual improvement or modification to the Branded Business or Method or business opportunity which comes to its attention;

(i) supply the Business with such information relating to the Partner's Business in such form and at such times as the Business may from time to time reasonably require OR as specified in the Business Suite;

(j) keep details of actual and potential customers as specified by the Business and supply the same, at the Business's option, electronically or in hard copy format or allow the Business to access a copy of the same electronically immediately on request;

(k) at the request of the Business, provide potential Partners with information as reasonably requested; and

(l) allow the Business to institute programmes for auditing customer satisfaction and/or measuring quality control issues and provide all such assistance in relation thereto as the Business shall require.

7.10. Branding and partner relationship. The Partner shall:

(a) attach any notices that the Business requires to stationery, products and packaging;

(b) use only content, signs, advertising and packaging in connection with the Partner's Business as have been approved by the Business and are in line with the Brand Guidelines set out in the Business Suite; and

(c) give such notices in such places as required by law and as the Business may require to the effect that the Partner is operating the Partner's Business under licence from the Business.

7.11. Quality Control and Monitoring:

(a) The Business reserves the right to conduct periodic audits to assess compliance with Accreditation Standards. Partners shall cooperate fully with such audits and provide access to relevant records and documentation upon request.

(b) In the event that a partner is found to be non-compliant with Accreditation Standards, the Business may issue corrective actions and timelines for remediation. Failure to comply with such corrective actions may result in further disciplinary measures as outlined in this Agreement.

7.12. Accreditation Compliance and Reporting:

(a) Partners shall ensure compliance with all applicable laws, regulations, and industry standards related to the Branded Business and Accreditation. This includes, but is not limited to, adherence to professional codes of conduct and ethical guidelines.

(b) Partners shall maintain accurate records of accreditation status and provide regular reports to the Business as requested.

(c) The Business shall have the right to request additional information or documentation from Partners to verify compliance with Accreditation Standards. Failure to provide such information may be considered a breach of this Agreement.

7.13. Information technology. The Partner shall:

(a) use the Software and do all such things as the Business shall reasonably require (including the purchase or leasing of hardware and entering into applicable software licences) to permit and/or facilitate the operation and use of the Franchise Software

(b) acquire, update, replace and/or make use of any software the Business shall reasonably require to be used for the Partner 's Business.

7.14. Miscellaneous. The Partner shall not licence any other person to operate the Branded Business under the Trade Name.

8. Employees/self employed contractors/collaborators

All employees and self-employed contractors engaged by the Partner shall be required to sign separate agreements containing provisions to safeguard intellectual property rights and maintain confidentiality in accordance with the terms outlined in this Agreement.

9. Training

9.1. Business training obligations.

The Business shall where required provided the Partner has paid the fees payable in respect of the grant of this agreement, provide the Initial Training certification for the Individual.

9.2. Partner training obligations. The Partner shall:

(a) not start the Partner 's Business until it has in the reasonable opinion of the Business, successfully completed the Initial Training;

(b) not allow any employee or contractor to work in the Partner's Business until they have, in the reasonable opinion of the Business, gained an understanding of the nature of the Branded Business and signed a contract as provided in clause 8;

(c) shall undertake continuous professional development at least every six months and where they have not complied with this provision the Partner shall be required to revisit the Initial Training.

9.3. Additional Training

(a) The Business may provide the Additional Training to the Partner for as long as it continues to provide the Additional Training to all branded businesses generally.

(b) If the Partner requires the Additional Training, they must make a request through such platform or other means as directed by the Business at the cost determined by the Business from time to time.

10. Compliance with laws and policies

10.1. Compliance generally. Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

10.2. Mandatory/optional policies. The Partner shall comply with the Mandatory Policies as the Business may update from time to time;

11. Anti-bribery compliance

11.1. Compliance. The Partner shall and shall ensure that all third parties that they work with comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements) and shall have adequate procedures in place to enable its compliance and shall promptly report to the Business any request or demand for any undue financial or other advantage of any kind received by the Partner in connection with the performance of this agreement;

11.2. Definitions. For the purpose of this clause 11, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010.

12. Accounting

records The Partner

shall:

(a) maintain accurate records of all sales

(b) When reasonably requested to do so provide a copy of their financial records to the Business

13. Advertising

13.1. Business advertising obligations. The Business shall:

(a) promote the Branded Business in such manner and at such times as it shall in its absolute discretion think fit;

(c) provide the Partner with such promotional display literature and other point-of-sale material other than as contained in the Starter Pack as it, in its absolute discretion, thinks fit.

13.2. Partner advertising obligations. The Partner shall aim to:

(a) promote and advertise the Partner's Business strictly in accordance with the Business Suite using any operating procedures materials supplied by the Business and cooperate with the Business in relation to any special promotion or advertising campaign as the Business may require; and

(b) apply no less than 5% of the gross monthly receipts per year on advertising and promoting the Partner 's Business.

(c) Where the Partner utilises paid advertising through platforms such as Facebook and google or public relations coverage that they will obtain the prior consent of the Business before signing off on the Ad or PR content.

(d) Any promotional paid advertising shall be entirely at the risk of the Partner and subject to prior sign off by the Business and its compliance team.

14. Telephone numbers, email addresses and domain names

14.1. Communication Addresses. In the course of the Partner 's Business, the Partner shall use only, email addresses social media handles and domain names specified or approved by the Business (Communication Addresses) and shall not use the Communication Addresses for any purpose other than the Partner's Business.

14.2. Restrictions on communications. The Partner shall use the Communication Addresses and no other telephone numbers, email addresses or domain names in marketing, advertising and promotional material relating to the Partner's Business.

14.3. Effect of termination on Communication Addresses. On termination of this agreement, the Partner shall immediately discontinue use of the Communications Addresses, and shall assist the Business in making any changes to contractual arrangements with service providers or registrations with regulatory authorities as the Business may require, including at the Business's discretion terminating the arrangements or transferring the right to use the Communication Address to the Business.

15. Insurance

15.1. Compulsory insurance cover through Preferred Providers The Partner shall take out and maintain an all-risk insurance policy with a reputable insurance company (or companies) recommended by the Business unless otherwise agreed in writing between the Parties with such amount of cover as the Business may, in its absolute discretion, specify in the Business Suite. Such policy (or policies) shall include:

(a) Liability for employees and third parties;

(b) public liability;

(c) liability under the Consumer Protection Act 1987;

(d) professional indemnity cover; and

(e) any other cover which the Business may, in its absolute discretion, specify.

15.2. Compliance with insurance policies. The Partner shall not breach, or allow any breach of, such insurance policies.

15.3. Note of Business's interest. Where able to do so the Business's interest should be noted on the policies of insurance, which shall state that the Business is to receive at least 30 days' notice of cancellation.

15.4. Premiums. The Partner shall promptly pay all premiums for such policies and immediately provide the Business with evidence of payment of premiums.

15.5. Failure to insure. If the Partner fails to take out and maintain such policies, the Business may do so and the Partner shall reimburse the Business for all costs and expenses incurred in doing so.

16. Intellectual property

16.1. Business's warranty. The Business warrants that it is not aware of any reason why it might not be entitled to licence the Partner to use the Intellectual Property and why the use of the Intellectual Property by the Partner in accordance with the terms of this agreement would constitute an infringement of any third party's intellectual property.

16.2. Trade Mark Licence. On acceptance at checkout of this agreement, the Partner shall execute the Trade Mark Licence.

16.3. Compliance. The Partner shall, at all times, comply with the terms and conditions of the Trade Mark Licence. If there is any inconsistency between the Trade Mark Licence and this agreement, this agreement shall prevail.

16.4. Limited rights granted. The Partner acknowledges that:

(a) it does not have any right, title or interest in the Intellectual Property or any updates or improvements to it, save as specifically set out in this agreement, the Business Suite and the Trade Mark Licence; and

(a) any goodwill (and any other rights) in the Trade Marks which result from the use by the Partner of the Trade Marks shall vest in the Business.

16.5. Partner's obligation to report. If the Partner learns of any threatened or actual infringement of the Intellectual Property, or of any circumstance which suggests that the use of the Intellectual Property may infringe the intellectual property of a third party, it shall immediately inform the Business, giving all such details as the Business requests.

16.6. Conduct of IP proceedings. The Business shall have conduct of any proceedings against the Partner relating to the Intellectual Property and may take whatever action it, in its sole discretion, decides in respect of any infringement or alleged infringement of it, or arising from its use.
The Partner shall cooperate with the Business in taking such action and the Business shall meet any reasonable expenses of the Partner in doing so.

16.7. Intellectual property obligations of Partner . The Partner shall:

(a) not apply for registration of any of the Intellectual Property (or any intellectual property that is confusingly similar to the Intellectual Property) in its own name, in any part of the world;

(b) comply with the Business Suite and all requests by the Business as to the use of the Intellectual Property and the TM, © and ® symbols in relation to the Intellectual Property;

(c) give assistance to enable the Business to register its TradeMarks;

(d) not licence (or purport to licence) any other person to use any of the Intellectual Property;

(e) not use the Intellectual Property other than as specifically permitted by this agreement, [the Trade Mark Licence (once it comes into effect)] and the Business Suite;

(f) not use any intellectual property that is confusingly similar to the Intellectual Property;

(g) not do anything that may adversely affect the Intellectual Property or the Business's right or title to it; and

(h) immediately stop using specific advertising or promotional material or packaging on receipt of a request by the Business to do so.

16.8. Ownership of Intellectual Property in the Business Suite. The Partner acknowledges and agrees that all Intellectual Property in the Business Suite is and shall remain the exclusive property of the Business.

17. Sale of Business

17.1. Restrictions on sale of Partner Business. No transfer of any shares or assets in the Partner may take place otherwise than in accordance with clauses 17 and clause 18.

17.2. Individuals must give Transfer Notice before third party sale. If the Individual wishes to transfer its shares or assets to a third party and has received an offer from a bona fide third party purchaser, the Individual must first give a Transfer Notice to the Business (giving details of the proposed transfer including:

(a) the name of the proposed purchaser; and

(b) the price (in cash) that the proposed purchaser has offered to pay for the Sale Shares or Assets (Proposed Sale Price).

17.3. Right of Business to give Purchase Notice and buy shares. Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, the Business shall be entitled (but not obliged) to give notice in writing to the Individual that it wishes to purchase the Sale Shares or Assets at the Proposed Sale Price (Purchase Notice), in which case the Business is bound to buy and the Individual is bound to sell at the Proposed Sale Price, with such sale to complete within 20 Business Days of receipt (or deemed receipt) of the Purchase Notice.

17.4. Transfer where no Purchase Notice given. If, at the expiry of the initial period, the Business has not given a Purchase Notice, the Partner may transfer the Sale Shares or Assets to the proposed purchaser identified in the Transfer Notice at a price not less than the Proposed Sale Price provided that it does so within 3 months of the expiry of the initial 20 Business Day period and the criteria are satisfied.

17.5. Transfer must be for the entire business and for cash only. The Partner shall not be permitted to transfer part only of the Partner 's Business. Any transfer must be of the whole of the assets, rights and properties comprising the Partner 's Business, transferred as a going concern, and shall be for cash consideration only.

17.6. Transfer criteria. Any transfer to a third party shall be subject to the following criteria being satisfied:

(a) the Business having given its written consent to the transfer (not to be unreasonably withheld if the remainder of the criteria are satisfied);

(b) the Partner and the Individual have both substantially complied with all the terms and conditions of this agreement;

(c) the proposed purchaser and, in the case of a limited company, its shareholders and directors meets the Business's current minimum standards with respect to prior business experience and financial standing as set out in the Business
Suite;

(d) all monies due to the Business have been paid;

(e) the proposed purchaser undertakes and passes Initial Training; and

(f) the proposed purchaser has entered into a new agreement with the Business on its then current terms and conditions for a period of not less than the outstanding Term of this agreement, save that the proposed purchaser shall not be obliged to pay a sum that is equivalent to the Initial Fee and the Business shall not be required to perform any obligations that are equivalent to those set out in clause 5 for which the Business will be paid at its then current rates by the third party purchaser.

17.7. Restriction on share issues. The Partner shall not issue any shares to any person other than the Individual without the prior written consent of the Business.

17.8. Warranty on transfer of shares or assets to Business. Any transfer of shares or assets to the Business under this clause 18 shall be deemed to include a warranty from the Individual and the Partner on a joint and several basis that the shares or assets (as appropriate) are sold with full title guarantee and are free from encumbrances.

18. Death or incapacity of individual

18.1. Right of Business to buy shares on death of an Individual. If the Individual dies during the Term, the relevant personal representatives shall, within three months, inform the Business of the death, and offer to sell the Individual's shares to the Business by way of serving a Transfer Notice.

18.2. Appointment of manager on death or incapacity of Individual. In the event of the death of the Individual or if the Individual is, in the reasonable opinion of the Business, unable to a material degree to operate the Partner 's Business to the standard required by the Business Suite for a period in excess of three consecutive months the Business may appoint a manager of the Partner 's Business who shall have full powers to operate the Partner 's Business and to take all steps to ensure that the Partner complies with the terms of this agreement at the expense of the Partner

19. Termination

19.1. Termination for cause. The Business may at its discretion terminate this agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the Partner and the Individual if:

(a) the Partner or Individual fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;

(b) the Partner or Individual commits any other material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the Individual or the Partner 's employees or contractors of the Partner fail to successfully complete the Initial Training;

(d) the Partner or Individual repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its or his or her conduct is inconsistent with having the intention or ability to give effect to the terms of this agreement;

(e) the Partner or Individual gives to the Business any false or misleading information, or makes any misrepresentation in connection with obtaining this agreement or during the Term, in connection with the Partner's Business;

(f) persistent, valid complaints continue to be made to the Business about the quality of the service provided by the Partner, and the Partner, having received notice of such complaints, fails to improve such service to the reasonable satisfaction of the Business;

(g) the Trade Mark Licence is terminated;

(h) the Partner or the Individual, in the reasonable opinion of the Business, does, or permits to be done, any act which might jeopardise or invalidate the registration of the Trade Marks or does any act which might assist, or give rise to, an application to remove the Trade Marks, or which might prejudice the right or title of the Business to the Trade Marks;

(i) the Partner or the Individual purports to assign any of the rights or licences granted under this agreement other than in accordance with the terms of this agreement;

(j) the Partner fails to obtain any written approval or consent of the Business as expressly required by this agreement;

(k) an order is made, a resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken, for the winding-up, administration or dissolution of the Partner [(other than a members' voluntary liquidation solely for the purpose of solvent amalgamation, reconstruction, reorganisation, dissolution, merger or consolidation)];

(l) the Individual is the subject of a bankruptcy petition or order;

(m) the Individual is convicted of a serious criminal offence; or

20. Consequences of termination

20.1. Effect of termination on business. On termination or expiry of this agreement for any reason any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect

20.2. Accrued rights. Any termination or expiry of this agreement shall not affect any rights or liabilities that have accrued prior to such termination.

20.3. Cessation of business. On termination or expiry of this agreement for any reason, the Partner and the Individual shall:

(a) immediately pay the Business the full amount of all sums due from the Partner to the Business together with any interest payable;

(b) cease to operate the Partner 's Business and Method and cease to trade under any of the Trade Marks, and not hold the Partner out as a Partner of the Business or do anything that may indicate any relationship between them and the Business other than selling Products or Services for which the Partner has already paid and which, at the date of termination, the Partner had contracted to provide to a third party;

(c) immediately stop using the Intellectual Property, including the TradeMarks and take all steps as the Business may reasonably require to remove the name of the Partner as licensee;

(d) pass all enquiries made after termination, and full details of potential customers, to the Business;

(e) transfer all customer lists and full details of contracts with customers to the Business, and if required by the Business transfer all uncompleted contracts or unfulfilled orders to the Business or its nominee for £1;

(f) cease to use the Software and return or at the Business's option, destroy, (without copying) all elements of it, including all software, data, hardware and documentation relating to it;

(g) return or at the option of the Business, destroy, all copies of the Business Suite, Stationery, and other Products or materials bearing any of the Trade Marks;

(h) pay all debts owing to creditors of the Partners Branded Business, and irrevocably permit the Business to deduct from all sums payable by the Business to the Partner all sums which the Business pays (whether legally obliged to or not) pursuant to this clause;

(i) cease to make or receive any telephone calls, messages and emails in connection with the Branded Business, and take all steps that the Business requires to transfer all listings in any directory or other published materials to the Business or as it may direct;

(j) assign to the Business all domain name registrations and rights in website content owned or used by the Partner in the Partner 's Business; and

(k) take all other steps and in particular execute and deliver to the Business all documents necessary to comply with its obligations under clause 20 and clause 21 of this agreement; and

(l) enable the Business to enter the Partner 's premises and gain access to the Partner 's data in order to verify compliance with this clause 21.

20.4. Right of Business to repurchase materials on termination. On termination or expiry of this agreement for any reason, the Business may, at its option, repurchase materials used by the Partner exclusively for the purpose of the Partner's Branded Business, at such price as the Business reasonably considers to be its current market value.

20.5. Business's right of entry on termination. If the Partner fails to fulfil its obligations under this clause within a reasonable time, the Business may, at the expense of the Partner, immediately and without notice, enter onto the Partner's premises and take such steps as it thinks fit to fulfil any outstanding obligations.

21. Step-in rights on termination

21.1. Step-in rights of Business. Immediately on termination or expiry of this agreement for any reason other than breach by the Business of this agreement, the Business and/or its nominees shall have the right to operate the Partner 's Branded Business in place of the Partner provided that:

(a) the Business has given a written notice of its intent to do so (Termination Step-in Notice) to the Partner within 14 days following the date of termination The benefit of the Partner's Branded Business shall vest in the Business or its nominee absolutely from the date on which the Partner 's Business is operated by either or both of them provided that the Partner shall be indemnified against liability for any expense of the Partner 's Business arising after such date excluding any expense or liability under a contract that the Business elects not to assume.

21.2. Transfer of assets. Upon receipt of the Termination Step-in Notice, the Partner shall take such steps as are necessary to give up possession of and/or transfer to the Business and the assets of the Partner's Branded Business. The following items shall be excluded from such transfer unless otherwise agreed by the Business:

(a) the bank accounts of the Partner and all monies belonging to the Partner ;

(b) the right to receive the debts of the Partner ; and

(c) all liabilities of the Partner except as otherwise agreed.

21.3. Step-in rights price. The price payable to the Partner for the rights exercised under the Termination Step-in Notice shall be negotiated between the parties on the basis of a fair price and shall include a deduction for any sums owing to the Business at the time of transfer:

21.4. Details of assets transfer. All assets shall be transferred by the Partner with full title guarantee free of all encumbrances and Completion shall be set for twenty-eight days from the date of the Termination Step-in Notice.

21.5. Step-in rights and TUPE. If the termination of this Agreement or the exercise of rights after service of the Termination Step-in Notice give rise to a transfer to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any amendment thereof apply, the Partner and the Individual on a joint and several basis undertake to indemnify the Business and its nominee against any liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Business or its nominee arising out of or in connection with the employment of any employees by the Partner or the termination of their employment by the Partner up to and including the transfer of the Partner 's Business.

22. Post-Termination Restrictions

In recognition of the access the Partner and Individual will have to the Business's Confidential Information, systems, goodwill, and customer relationships, and to protect the interests of the Business and its network, the Partner and Individual agree to the following fair and reasonable restrictions.

22.1 Restrictions Following Termination or Expiry

(a) Non-solicitation of Brand-Derived Customers

The Partner and the Individual shall not, during the Term and for a period of 24 months after the termination or expiry of this Agreement, directly or indirectly solicit or attempt to solicit the business of any Brand-Derived Customer, where such solicitation is for the purpose of offering goods or services in competition with the Business.

A Brand-Derived Customer means any customer, client, school, workplace or organisation that:

(i) became a customer primarily through the use of the Business's brand, marketing materials, systems, infrastructure, or support; or

(ii) was introduced to the Partner or Individual by the Business, its network, or via association with the brand.

For the avoidance of doubt, this restriction shall not apply to customers the Partner or Individual can demonstrate:

- had a pre-existing relationship with them prior to joining the Business; or

- were secured solely through their own independent efforts, without material use of the Business's branding, resources, or systems.

In any case of uncertainty, the Business shall act reasonably and in good faith when determining whether a customer falls under this restriction.

(b) Non-solicitation of Key Personnel

The Partner and the Individual agree not to, during the Term and for 24 months following the termination or expiry of this Agreement, solicit or attempt to hire, engage, or otherwise entice away any person who is, or was within the previous 6 months, employed or contracted by the Business or any other Partner, where such action is for the purpose of engaging them in a competing or similar business.

(c) Limited Non-Compete Obligation

The Partner and the Individual agree not to be directly involved, during the

Term and for 24 months following termination or expiry of this Agreement, in the ownership, management or operation of a business that is directly competing with the Business, where such involvement would reasonably be expected to result in the use or disclosure of Confidential Information or relationships developed through the Business.

(d) Non-dealing with Brand-Derived Customers

The Partner and the Individual agree not to, during the Term and for 24 months following termination of this Agreement, provide services to or otherwise do business with any Brand-Derived Customer in a competing capacity, unless that customer initiates contact without prior solicitation, and doing so does not result in the misuse of Confidential Information.

(e) No False Association with the Brand

Following termination or expiry of this Agreement, the Partner and the Individual shall not represent themselves as being connected with the Business, or imply any ongoing affiliation, endorsement or partnership.

22.2. Reasonable Exclusions from Restrictions

Nothing in this clause shall prevent the Partner or the Individual from:

(a) holding up to 5% of shares or securities in a company listed on a recognised stock exchange; or

(b) being involved in a business or professional activity that is unrelated to the activities of the Business, or which does not make use of any Confidential Information or brand-derived relationships gained through the Business.

22.3. Severability of Restrictions

Each restriction in this clause is intended to be separate and severable. If any part of this clause is found to be unenforceable but would be valid with a modification, that restriction shall apply with the minimum modification necessary to make it enforceable.

22.4. Indemnity for Breach by the Partner

The Partner shall indemnify and keep indemnified the Mental Wellbeing Company Global Ltd, its officers, employees and agents against all losses, liabilities, costs and expenses (including reasonable legal and professional fees) suffered or incurred by the Business arising out of or in connection with:
(a) any breach by the Partner of this Agreement;
(b) the operation of the Business by the Partner;
(c) any negligent act, omission or misconduct of the Partner, its employees or agents; and
(d) any misuse of the Business’s intellectual property, systems, brand or confidential information.
This indemnity shall not apply to the extent that any loss arises as a direct result of the Businesses negligence or wilful misconduct.

23. Individual's guarantee and covenants

23.1. Individual's guarantee. Where the Partner is a limited entity in consideration of the Business entering into this agreement the Individual, as primary obligor, irrevocably and unconditionally as separate and independent obligations:

(a) guarantees the full, prompt and complete performance by the Partner of each of its obligations under this agreement, the Lease and the Trade Mark Licence;

(b) guarantees the punctual payment of all sums payable by the Partner under this agreement or in consequence of any breach of the provisions of this agreement;

(c) undertakes, immediately on demand, to perform or procure the performance of all the Partner 's obligations referred to in clause 24.1; and

(d) undertakes to pay to the Business, immediately on demand and unconditionally, such sum to make good all losses, damage, costs and expenses arising out of the Partner 's failure to perform such obligations, or pay such sums on the due date, or the Individual's failure to comply with the provisions of this clause.

23.2. Guarantee demand procedure. Before making a demand under clause 24.1, it shall not be necessary for the Business to have made a demand on, taken out proceedings against, or taken any action to enforce any security against the Partner or any other person.

23.3. Factors not affecting Individual's liability. The Individual's liability under this clause shall not be reduced, discharged or adversely affected in any way, by:

(a) any unenforceability, invalidity, irregularity, frustration or discharge by operation of law of any of the Partner 's obligations under this agreement;

(b) any legal limitation, disability, incapacity or other circumstances relating to the Partner or any other person;

(c) the Business compromising, varying, extending, dealing with, renewing, releasing, refusing or neglecting to perfect or enforce any right, remedy or security against the Partner or any other person in respect of this agreement or any other document or security; or

(d) anything which, but for this provision, might discharge, reduce or extinguish any of the Individual's liabilities under this clause 24.

23.4. Continuing guarantee. The Individual's guarantee is a continuing guarantee and shall continue in effect until the Partner has paid and performed all sums and all obligations under this agreement.

23.5. Non-competition clause. The Individual shall not, until all of the Partner's obligations under this agreement have been finally performed and paid in full, exercise any right:

(a) of subrogation and indemnity;

(b) to take the benefit of, share in or enforce any security or other guarantee or indemnity for any of the Partner 's obligations; or

(c) to prove in the liquidation of the Partner, other than in accordance with the Business's instructions.

23.6. Individual as trustee. If the Individual exercises any of the rights referred to in this clause he or she shall:

(a) hold any amounts recovered on trust for the Business; and

(b) pay them to the Business on demand.

23.7. Obligations of Individual in relation to the Partner’s Business. During the Term, the Individual shall:

(a) procure that the Partner performs all its obligations under this agreement;

(b) be a director of the Partner ; and

(c) hold, in his or her own name, more than 50% of the issued voting capital of the Partner .

23.8. No assignment by Individual. The Individual may not assign or transfer any of his or her rights or obligations under this agreement.

24. No Territory

24.1. The parties acknowledge that, for the purpose of this agreement, no specific territory has been defined or allocated to the Partner so as not to restrict marketing to any particular geographical area. As a globally trading business working in the online space the Business does not wish to impede any Partners growth potential. Whilst the absence of a designated territory implies that the Partner is not granted an exclusive or protected geographic area within which to operate the Partner Business the Business sees this as a key opportunity for each Partner.

24.2. With this in mind the Partner understands and agrees that the Business reserves the right to establish and operate additional partners in proximity to the Partners location and further acknowledges that such proximity may lead to direct or indirect competition with other partners under the Partners control.

24.3. The Partner acknowledges that marketing efforts and customer acquisition initiatives may target customers within any location, including areas overlapping with the Partner's operation and each Partner agrees to cooperate with the Business’s marketing strategies.

24.4. The Partner understands and acknowledges that the absence of a specific territory implies that the Partner does not hold an exclusive right to operate the business within any particular geographic area.

25. Data protection

25.1. Definitions

(a) Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

(b) Data Disclosure: a party that discloses Shared Personal Data to the other party.

(c) Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data
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Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

25.2. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one
party (referred to in this clause as the Data Disclosure) will regularly disclose to the other party Shared Personal Data collected by the Data Disclosure for the Agreed Purposes.

25.3. Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

25.4. Particular obligations relating to data sharing. Each party shall:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

(b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

(c) process the Shared Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.

(g) not transfer any personal data received from the Data Disclosure outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

25.5. Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

b) promptly inform the other party about the receipt of any data subject rights request;

c) provide the other party with reasonable assistance in complying with any data subject rights request;

d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

g) at the written direction of the Data Disclosure, delete or return Shared Personal Data and copies thereof to the Data Disclosure on termination of this agreement unless required by law to store the Shared Personal Data;

h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

25.6. Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

26. Assignment

26.1. No assignment by Partner or Individual. This agreement is personal to the Partner and the Individual, who, subject to this Agreement may not, without the prior written consent of the Business (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, declare a trust of, sub-contract, delegate or deal in any other manner with:

(a) this agreement or any of their rights and obligations under it (or any document referred to in it); or

(b) the Partner 's Business, or purport to do any of the same.

26.2. Freedom of Business to assign. The Business may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any benefit arising under this agreement.

26.3. Disclosure in connection with assignment. If the Business is contemplating an assignment:

(a) notwithstanding the provisions of this clause, the Business may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment; and

(b) any disclosure shall only be made after notice of the identity of the proposed assignee has been given to the Partner and Individuals.

26.4. Consequences of assignment by Business. If there is an assignment:

(a) the Partner and/or Individual may discharge their obligations under this agreement to the Business until they receive written notice of the assignment;

(b) the assignee may enforce this agreement as if it were a party to it, but the Business shall remain liable for its obligations under this agreement; and

(c) the liability of the Partner and Individual to any assignee shall not be greater than their liability to the Business.

26.5. No agency. Each party to this agreement is acting on its own behalf and not for the benefit of another person.

27. Alternative dispute resolution

27.1. Mediation and Expert Determination Procedure. If any dispute arises in connection with this agreement, the parties shall attempt to settle it by mediation or by way of appointment of an independent expert. The parties agree to jointly appoint a mediator or independent expert and the costs of the same shall be equally shared. To initiate the procedure, a party shall give notice in writing (ADR notice) to the other party to the dispute requesting a mediation.

27.2. Start of Procedure. The mediation or expert determination shall start not later than 14 days after the date of the ADR notice. The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

28. Payments

28.1. No set-off or counterclaim. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

28.2. Interest.

(a) If any party fails to make any payment due to the other under this agreement by the due date for payment, then, without limiting the other party's remedies under this Agreement the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The defaulting party shall pay the interest together with the overdue amount.

(b) In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

29. Limitation of liability

29.1. Unlimited liability. Nothing in this agreement shall limit or exclude the liability of either party for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).

(b) Fraud or fraudulent misrepresentation.

(c) Any matter in respect of which it would be unlawful to exclude or restrict liability.

29.2. Cap on liability for other loss and damage.
Subject to clause 29.1 above, the total liability of the Business to the Partner in respect of all claims arising under or in connection with this Agreement shall not exceed the total amounts paid by the Partner to the Business in the 12 months immediately preceding the event giving rise to the claim.

29.3. Supply of goods. The liability of the Business arising in connection with the supply of any goods in connection with this agreement shall be as set out in the Business's standard supply terms and conditions.

29.4. No cap on certain matters. Nothing in this Agreement shall limit or exclude the liability of the Partner in respect of:
(a) any breach of the Partner’s obligations relating to intellectual property;
(b) any breach of confidentiality;
(c) any misuse of the Business’s brand, systems or materials;
(d) fraud or fraudulent misrepresentation; or
(e) wilful misconduct.

29.5. No limitations in respect of deliberate default. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

29.6. No liability for claims not notified within 2 months. Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred OR its having grounds to make a claim in respect of the event and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

30. General

30.1. Force majeure. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

30.2. For the purposes of this Agreement Force majeure refers to an unforeseeable and uncontrollable event or circumstance that occurs beyond the control of the parties, making it impossible or impracticable for them to fulfil their contractual obligations. These events are typically considered to be unavoidable and result from but shall not be limited to events such natural disasters, acts of war, governmental actions, pandemics, strikes, or other events that are outside the reasonable control of the parties

30.3. Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as otherwise permitted under this Agreement.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 32.3(b); and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

30.4. Entire agreement.

(a) This agreement, the Business Suite, and any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.5. Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

30.6. No waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) Waive that or any other right or remedy.

(b) Prevent or restrict the further exercise of that or any other right or remedy.

30.7. Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

30.8. Notices.

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or
e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 32.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

30.9. No third party rights. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

30.10. Rights and remedies. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30.11. Announcements. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

30.12. No partnership or joint venture.

(a) Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in this Agreement. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30.13. Counterparts; This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.14. Governing law. This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

30.15. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement is deemed entered into on the date the Partner ticks the terms and conditions box at checkout and completes payment.

SCHEDULE 1 - THE STARTER PACK

Important Note: Other workshops and trainings will be available and added throughout the contract term.

The Somatic Trauma Informed Coaching & Leadership Certification &Qualification (CMI Level 7, ICF & CPD accredited)
9 x Trauma Informed workshops and pack - workplace
9 x Positive Psychology workshop and pack - workplace
6 x Trauma Informed workshops and pack - schools
6 x Positive Psychology workshop and pack - schools
Trauma Informed Mental Health First Aid practitioner program
Trauma Informed Mental Health First Aid awareness workshop
Trauma Unlocking workbook and protocol
A professional website fully branded The Mental Wellbeing Company
Website Hosting and custom domain
Calendar and professional booking system
Social media scheduling system
Website Hosting and custom domain
Email Marketing System

Custom email address
A full CRM system (Client Management System)
Data tracking system
Invoice Templates
Marketing templates, including opt-ins and funnels
Access to the Business Suite
Standard Operating Procedures within the business
Dedicated Coach Funnel Email and Tech Support 24/7
Standard Supply Terms B2B and B2C
Social Media Brand and Marketing Pack
Business Logo and Graphic Pack
Branded Pull-up Banner
Invisible Trauma Backpack
Large Card-Deck

SCHEDULE 2 - The Trade Marks

UK00003712373 - TRAFFIC LIGHTS OF TOLERANCE

UK00003540210 - TRAUMA UNLOCKING

UK00004007508 - The Franchise Family - The Mental Wellbeing Company - We Create Safe Spaces By Helping The World Become Trauma Informed

THE MENTAL WELLBEING COMPANY LTD LOGO

UK00004017199 -

THE MENTAL WELLBEING COMPANY

UK00004022859 -

SCHEDULE 3 - TRADE MARK LICENCE AGREEMENT

Background

(A) The Licensor is the owner of the Marks.

(B) The Licensee wishes to use the Marks pursuant to an Agreement entered into between the Parties at the date and time checkout completes.

(C) The Licensor has agreed to grant the Licensee a licence to use the Marks subject to the terms and conditions of the this Agreement.

Agreement Meanings

In this Agreement, the following words are defined:

Agreements; the Agreement, this trade mark licence agreement, and any amendments mutually agreed to in writing by both parties..

Confidential Information; in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;

Effective Date; the date of this agreement;

Licence Fee; the Initial Fee and the Monthly fee as more particularly defined in this Agreement

Licensed products; the Branded Business, products and services as more particularly defined in this Agreement

Marks; the registered trademark (or application) set out in Schedule 1 of this Agreement; Working Day; any day other than a Saturday, Sunday or public holiday in England and Wales.

2. In this Agreement, unless the context requires a different interpretation:

the masculine shall include the feminine and/or be gender neutral;

the singular includes the plural and vice versa;

references to sub-clauses, schedules or appendices are to sub-clauses, schedules or appendices of this Agreement;

a reference to a person includes firms, companies, government entities, trusts and partnerships; 'including' is understood to mean 'including without limitation';

reference to any statutory provision includes any modification or amendment of it; and the headings and subheadings do not form part of this Agreement.

Grant

The Licensor grants the Licensee a non-exclusive licence to use the Marks pursuant to this Agreement and in relation to the Licensed Products, subject to the terms and conditions of this Agreement.

Any goodwill derived from the use by the Licensee of the Marks shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.

The Licensed Products are licensed pursuant to the terms set out in this Agreement and this Agreement and not sold. Accordingly, all rights not expressly granted in this Agreement are expressly reserved by the Licensor.

The Licensor reserves the right to use the Marks and to grant licences to third parties to use the Marks during the Term of this Agreement.

This Agreement shall commence on the Effective Date and unless terminated earlier (in accordance with the clause below entitled "Termination"), and shall continue in full force and effect for the duration of this Agreement (the Term).

Title to the Marks and goodwill

The Licensor has exclusive title to and ownership of the Marks and the Licensee shall not claim any right, title or interest in the Marks or any part of it other than that granted under this Agreement.

The Licensee shall not during the term of this Agreement, or at any future time: apply to register the Marks or any derivative of the Marks; assign any rights granted to it under this Agreement or grant any sub-licence to any third party without the prior written consent of the Licensor;

do anything which shall or may impair, damage or be detrimental to the reputation or goodwill associated with the Licensor or the Mark; and

unless specifically authorised to do so by the Licensor, hold itself out as acting for or on behalf of the Licensor or as being an agent or representative of the Licensor.

Use

This Agreement shall not entitle the Licensee to use any of the Marks for any purpose other than performing its obligations in connection with this Agreement and this Agreement.

All Licensed Products and Services sold must display the Marks at all times. Licence fee

On the Effective Date, the Licensee shall pay to the Licensor the fees pursuant to this Agreement.

The Licence Fee shall be charged to the Licensee in advance and with effect from the Effective Date.

The Licence Fee shall be payable by the Licensee in strict accordance with the terms set out in this Agreement. Payment shall be made in cleared funds and shall not be subject to the right of set-off or deductions.

The provisions of this clause shall remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims by the Licensor.

Quality control

The Licensee shall strictly comply with the rules, standards and directions relating to the Licensed Products set out in this Agreement.

All Licensed Products sold by the Licensee and all related quotations, specifications and descriptive literature and all other materials carrying the

Mark will be marked with: “Under licence from The Mental Wellbeing Company Franchise Ltd. This is the registered trademark of The Mental Wellbeing Company Franchise Ltd”

Infringement

The Licensee shall in accordance with the Agreements inform the Licensor immediately of any suspected unauthorised use of the Mark (or any confusingly similar mark) (Trade mark Infringement) of which it becomes aware and shall provide the Licensor with such documents, information and assistance as it can in relation to any such use.

The Licensor shall have the exclusive right (but is not obliged) to take action against or to settle with such a third party in relation to Trade mark Infringement at the Licensor's cost and expense.

The Licensor shall be entitled to all proceeds resulting from such Trade mark Infringement action, including any settlement sums, after reimbursing the Licensee for any reasonable expenses incurred in assisting in such action.

The Licensee shall not be entitled to bring any proceedings for infringement under section 30 of the Trade Marks Act 1994 or equivalent provisions anywhere in the world.

Infringement of third party rights

If any notice of infringement or other notification is received by the Licensee, or any other action or claim is brought against the Licensee alleging infringement of third party rights in connection with the manufacture, promotion, distribution or sale of any Licensed Product, the Licensee shall:

promptly provide full details to the Licensor;

at the Licensor's request and expense, allow the Licensor complete control over any such proceedings or settlement; and
provide the Licensor with all information and assistance as reasonably requested by the Licensor.

Subject to the clause above, if any demand, claim or proceedings are brought against the Licensee alleging that the exercise by the Licensee of any
licences

granted to it under this Agreement infringes any intellectual property rights belonging to a third party, the Licensor shall indemnify the Licensee against all losses, damages, liabilities and costs (including legal fees) and expenses incurred by the Licensee as a result of such demands, claims or proceedings.

Warranties

Each party warrants that it has full power and authority to carry out the actions under this Agreement. The Licensor warrants and represents that as at the date of this Agreement:

a. it is the sole legal and beneficial owner of the Mark; and

b. it is entitled to grant the Licensee the licences contained

in this Agreement.

The Licensor warrants that the Mark is not, to the best of the Licensor's knowledge and belief, the subject of any current actual or threatened challenge, claim or proceedings.

The Licensee warrants and represents that it will use its best efforts to promote, market, sell and distribute the Licensed Products.

Indemnities

The Licensee agrees to indemnify and hold harmless the Licensor from and against any losses, damages, liabilities, costs (including legal fees) and expenses incurred by the Licensor arising from or in connection with any action, demand, or claim relating to:

the Licensee's exercise of its rights under this Agreement; and

the Licensee's breach of this Agreement (including any product liability claims relating to the Licensed Products used, manufactured or supplied by the Licensee).

Limitation of Liability

The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any way and whether or not caused by negligence or misrepresentation) shall be set out in this clause.

Nothing in this Agreement limits or excludes either party's liability for:

a. death or personal injury caused by negligence;

b. fraud or fraudulent misrepresentation;

c. any other losses which cannot be excluded or limited by applicable law.

Subject to the above clause and the clause above (Indemnities), neither party shall have any liability to the other party, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Agreement for:

loss of profits;

loss of business; loss of opportunity;

loss of or damage to goodwill;

any indirect or consequential loss.

Subject to the clause above (Indemnities), the total liability of either party for any other loss of the other party in respect of any one event or series of connected events shall be in accordance with the terms of the Agreements.

Insurance

During this Agreement, the parties shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees.

The parties shall, on either party's request, produce both the insurance certificate giving details of the cover and receipt for the current year's premium.

Confidentiality

Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

where required by law, court order or any governmental or regulatory body;

to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;

where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub- contractors, representatives or advisers);

where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or

where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

Termination

In any event, either party may terminate this Agreement by giving notice in accordance with the terms of the Agreement to the other party.

Consequences of termination

Upon termination or expiration of this Agreement, each party must comply with the termination and post-termination provisions outlined in the Agreements.

For the avoidance of any doubt the Licensee shall comply with the provisions of the Agreements and immediately cease using the Marks and remove all references to the Mark on its premises, vehicles, business documents or other documents or materials of any nature.

General

Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

In the event of a conflict between these terms and the terms in the Agreements the terms of the Agreements will take precedence.

No party may assign, transfer, or subcontract to any third party the benefit and/or burden of this Agreement without the prior written consent (which shall not be unreasonably withheld) of the other party.

No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.

The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.

A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.

If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

Governing law and jurisdiction

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under this Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the date(s) below. for and on behalf of The Mental Wellbeing Franchise Company Ltd

Schedule - The Marks

TRAFFIC LIGHTS OF TOLERANCE

THE FRANCHISE FAMILY - THE MENTAL WELLBEING COMPANY THE MENTAL WELLBEING COMPANY LTD LOGO

For the avoidance of doubt, the Marks may not be used on or in respect of any goods and services other than the Licensed Products or otherwise than in accordance with the Agreements, unless otherwise agreed by the Licensor in writing.

SCHEDULE 4 - Mandatory Policies

The terms as provided in the business suite and https://legal.thementalwellbeingcompany.com/

• [Data and Privacy Policy].

• [Corporate and Social Responsibility Policy]

• [Ethics Policy].

SCHEDULE 5 [Business's standard supply terms and conditions]

The terms as provided in the business suite