

Agreement

Strategy Day at The Johnsons

This Agreement ("the Agreement") is made on the date stated at the bottom of the Agreement between the Strategist (as defined in Schedule 1) and the Client being, "You" "Your" or "the Client" (together, "the Parties").

By signing this Agreement, the Parties are agreeing to abide by the terms and conditions of this Agreement as set out below.

Introduction

In accordance with the terms and conditions set out within this Agreement the Strategist agrees to provide the Services as defined below to the Client in exchange for payment of the Fee (as defined below).

1. Strategy Day

1.1 By entering into this Agreement the Client understands and accepts that they are entering into an agreement for the provision of coaching and mentoring services ("Strategy Day" or "Session" which is to be delivered by way of an in person group strategy session in accordance with the terms of this Agreement.

1.2 The Strategy Day shall be delivered pursuant to the terms set out in Schedule 1 to this Agreement.

1.3 The total cost of the Strategy Day ("the Fee") which the Client shall pay is set out in Schedule 1 together with the payment terms.

2. The Services

2.1 The services to be provided by the Strategist as part of the Strategy Day shall include coaching, mentoring and support services ("the Services") which are designed to support the Client in locking setting your business strategy and achieving growth within yourself and your business.

2.2 In delivering the Services the Strategist agrees to provide them with reasonable care and skill.

2.3 In delivering the Services the Strategist may engage the services of their employees, contractors and other third-party providers as necessary.

2.4 The Strategist will deliver the Services by way of a one day group Strategy Day which will take place in person in Aspley Guise, UK

2.5 The Client will select the date from a range of date options.

2.6 The Client understands and accepts that it is the Client's responsibility to attend the Session at the agreed time.

2.7 In the event the Strategist is unable to attend a scheduled Strategy Day then the Strategist will make all reasonable attempts to provide the Client with as much notice as possible and shall ensure that the Strategy Day is rescheduled to a mutually convenient time.

2.8 The Client accepts that since the Strategy Day is a group session, in the event the Client is unable to attend a Session or fails to attend a scheduled Session, then the Client shall simply forfeit the right to that Strategy Day. Sessions will not be rescheduled if the Client is unable to attend.

2.9 Should the Client require any further contact in addition to the scheduled Strategy Day or the further contact as set out at Clause 2.8 above then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms agreed.

2.10 The Client shall be responsible for arranging and funding their own travel, accommodation and any insurance in order to participate in such activities.

2.11 The Strategist reserves the right to make amendments, revisions or changes to the Strategy Day or cancel, amend, change or reschedule any part of the session as is reasonably required by the Strategist. The Strategist shall not be liable to the Client for any changes or cancellations that are made.

3. Client's Obligations

3.1 The Client accepts and acknowledges that entering into this Agreement does not establish any form of legal business relationship and that the Strategist is only liable to the Client in respect of the Services provided and to the extent as set out herein.

3.2 The Client accepts that as part of the Client's participation in the Session they may be required to review and make decisions concerning their personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be the sole responsibility of the Client.

3.3 The Client accepts and understands that they are solely responsible for making decisions and taking appropriate action as a result of any matters reviewed or discussed during the Strategy Day and that the Strategist shall not be liable for the Client's failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of the Client's participation in the Strategy Day.

3.4 The Client understands and accepts that engagement in the Strategy Day and acceptance of the Services is not a substitute for counselling or other therapy services. In the event that the Client is currently undergoing medical or other professional help concerning their mental health then the Client should inform their practitioner of the existence of this Agreement and the extent of the Services being provided and inform the Strategist if appropriate and relevant.

3.5 The Client acknowledges that it is their responsibility to attend the Strategy Day as agreed and during such sessions to participate fully, and communicate openly and honestly.

3.6 The Client acknowledges and understands that the Strategy Day is a group session and that the Sessions are group sessions hosted by the Strategist. The Client agrees to conduct themselves in a reasonable and responsible manner at all times during Strategy Day and not to act in a manner which may cause offence, distress or alarm to any other member of the Group ("Strategy Day Participant") or any other individual who is a member of any affiliated network and/or group of the Strategist which the Client has access to.

3.7 In the event the Client acts in a way which is disruptive, or which causes offence, distress or alarm, to any other Strategy Day Participant then the Client will be excluded from the Session and/or removed from any or all of the supporting online platforms in place for the Strategy Day. Following such removal and exclusion the Strategist or a member of the team will arrange a meeting with the Client to discuss the matter and to determine any future course of action. Such decision to be at the Strategist's absolute discretion.

3.8 In the event the Client has any concerns as to the Strategist's delivery of the Services or the Client's participation in the Strategy Day in any way the Client agrees to notify the Strategist of such concerns by email within 48 hours of the Strategy Day. The Strategist agrees that upon receipt of notification of such concerns that the Strategist will use reasonable efforts to work with the Client to resolve the Client's concerns.

3.9 The Client understands that, once signed, this Agreement can only be cancelled or terminated in accordance with the relevant provisions contained within this Agreement and that refunds only apply as set out in Clause 5.

3.10 The Client confirms that all information provided to the Strategist, including information which is personal and/or confidential, is true, correct, up to date and complete.

3.11 The Client agrees and understands that participation in the Strategy Day does not guarantee results or success. As part of the Strategy Day the Client may have access to information, resources, people and support all designed to benefit the Client but it is the Client's responsibility to take action and to implement the necessary information received and/or skills or tools shared.

3.12 The Client accepts and understands that any materials and information provided during the course of the Strategy Day and delivery of the Services is for general information purposes only and does not constitute legal or financial advice.

3.13 The Client agrees that they will not canvass, promote or advertise their products or services to any employee, client or contractor of the Strategist or use their participation within the Strategy Day to canvass, promote or advertise their products or services without the Strategist's express consent, such consent not to be unreasonably withheld.

3.14 The Client agrees that during the Strategy Day and for a period of 24 months afterwards, that they shall not solicit any of the Strategist's clients or prospective clients without the Strategist's express consent, such consent not to be unreasonably withheld.

3.15 The Client agrees that for the duration of the Strategy Day and for a period of 24 months afterwards, that the Client will not employ, engage or attempt to induce, employ, solicit or entice away from the Strategist any of the Strategist's employees, or contractors that were engaged, employed or contracted to the Strategist at any point during the period of the Strategy Day without the Strategist's express consent in writing, such consent not to be unreasonably withheld.

3.16 The Client agrees to indemnify and hold harmless the Strategist for any action taken against the Strategist due to the Client's violation or disregard of:

- a) any provision of this Agreement;
- b) the Client's participation in any way in the Strategy Day.

4. Late Payment

4.1 The Client is responsible for ensuring that payment of the Fee or any instalment of the Fee is paid in full and on time in accordance with the payment terms set out in Schedule 1 to this Agreement.

4.2 If a Client's account is beyond 7 days overdue, the Strategist shall be entitled to withhold delivery of Services until payment has been made in respect of the outstanding amount.

4.3 Without prejudice to any other right or remedy that the Strategist may be entitled to, where a Client's account is beyond 7 days overdue then interest shall accrue and be added to the Client's account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by the Strategist. Interest will be calculated on the outstanding Fee at a rate of 4% over the Bank of England's base rate from time to time.

4.4 In the event a Client's account is beyond 30 days overdue the Strategist shall be entitled to instruct a collection agent or solicitor to seek recovery of the Fee along with interest and any accrued costs incurred.

5. Refund Policy

5.1 Strictly no refund policy shall apply to the Client's purchase of the Strategy Day save for Clause 5.2

5.2 In the event an unforeseen or unexpected event arises that prevents the Strategist from

delivering the Strategy Day and the Services as set out within this Agreement, then the Client may be entitled to a refund of the actual Fee paid as at the date of the event. The decision to offer a refund in such circumstances is at the sole discretion of the Strategist and will be decided on a case by case basis.

6. Termination

6.1 This Agreement may be terminated by either party providing written notice in accordance with the terms of this Agreement in the following circumstances:

a) either Party commits a material breach, and in the event that it is a breach being capable of remedy, the Party in breach fails to remedy the breach within 14 days of being notified of the breach by the other Party; or

b) either Party commits a material breach which is incapable of being remedied;

6.2 The Strategist will be entitled to limit the Services or suspend, and/or terminate the Agreement without refund of any Fee, whether paid or remaining due and payable, if the Strategist reasonably determines that the Client:

a) is becoming disengaged, disruptive or if the Client impairs the participation or progress of the Strategy Day and/or provision of the Services in particular for the other Strategy Day Participants. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Services, failing to positively contribute to discussions during Sessions or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence to the Strategist or any other Strategy Day Participant; and/or

b) is failing to follow or abide by any of the terms set out within this Agreement or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

6.3 Upon termination for any reason, the Client's access to all Services, access to any private social media accounts or groups, and any other online resources, will be removed, unless expressly agreed otherwise. The Strategist will not be liable to the Client for any claims relating to the removal of that access.

7. Confidentiality, Intellectual Property and Data Protection

7.1 In order to maximise the efficiency and results of the Strategy Day the Client accepts that they and other Strategy Day Participants will be encouraged to disclose personal and/or confidential information. The Strategist understands and respects the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for his/her own benefit or for the benefit of any other person or entity, the Client's ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information (collectively, "Confidential Information") that the Client may disclose to the Strategist or that may be disclosed as part of the provision of the Services to which this Agreement relates.

7.2 Confidential Information for the purposes of this Agreement excludes any information that:

a) was already known to the Strategist prior to being provided with that information by the Client;

b) is already accessible in the public domain;

c) is provided to the Strategist by a third party separately from this Agreement and without any breach of the terms of this Agreement; or

d) is produced, developed or collated by the Strategist independently of the Client and without any breach of the terms of this Agreement.

7.3 In the event information is provided to the Strategist by the Client which causes the Strategist to fear that the Client is at risk of danger to themselves or others then in such circumstances the Strategist will be permitted to disclose such information as is necessary for the protection of the Client or others.

7.4 This clause will not apply in the event the Strategist is subject to a relevant court or other form of legal or statutory order requiring disclosure by the Strategist.

7.5 By entering into this Agreement the Client hereby agrees and undertakes;

- a) not to infringe any of the Strategist's or any other Strategy Day Participant's copyrights, patents, trademarks, trade secrets or other intellectual property rights;
- b) that any Confidential Information disclosed by the Strategist or another Strategy Day participant is confidential and proprietary, and belongs solely and exclusively to the Strategist or the Strategy Day Participant that disclosed it;
- c) not to disclose such Confidential Information to any other person or use it in any manner other than in discussion during Strategy Day sessions;
- d) that all materials, information and any data provided by the Strategist or a Strategy Day Participant are that individual's confidential and proprietary intellectual property and belong solely and exclusively to them, and may only be used by the Client as expressly authorised by the Strategist or the Strategy Day Participant; and
- e) the reproduction, distribution, and/or sale of any information or materials provided during provision of the Services or at any time thereafter by anyone but the Strategist is strictly prohibited. The Client agrees that in the event of any breach of their obligations contained in this Agreement then damages, loss or irreparable harm may arise and that in such circumstances the Strategist will be entitled to seek relief, including injunctive relief against the Client.

7.6 As part of delivery of the Services the Strategist may provide certain materials and resources under licence. These materials shall include, but not be limited to, handouts, workbooks, materials and resources. Where any of the materials and resources provided by the Strategist contain intellectual property belonging to a third party and not the Strategist, the use of that material will be governed by that third party's terms and it shall be the Client's responsibility to seek consent to use that material. The Strategist will not be liable to the Client in respect of the Client's use or attempted use of materials which contain intellectual property belonging to a Third Party.

7.7 The Strategist will grant to the Client a personal, limited, non-transferable, non-exclusive, revocable licence to access and use the materials and resources provided as part of the Strategy Day solely for the Client's business purposes and for the purposes as intended by this Agreement.

7.8 The Client must not use any of the materials or resources provided by the Strategist during delivery of the Strategy Day for:

- a) any commercial purpose or benefit without first obtaining the Strategist's express written permission and relevant licence if applicable;
- b) any purposes which are unlawful, would cause harm or distress to another person or would cause damage to our business or reputation.

7.9 No recording of any of the Strategy Day Sessions or any live webinars or video resources that are shared by the Strategist as part of the Strategy Day is permitted without the Strategist's express consent.

7.10 In respect of the Services to be provided under this Agreement the parties agree that in relation to any information, whether confidential or not, that is shared between the Parties that they shall be individually responsible to comply with any and all relevant data protection laws and legislation.

7.11 Any information or data that is provided by the Client pursuant to this Agreement, including Confidential Information, will be maintained by the Strategist and stored, accessed and processed in accordance with recognised data protection legislation. Full details of how the Strategist processes personal data reference should be made to the Privacy Notice displayed at

the Strategist's website.

7.12 Both Parties agree to take appropriate steps to keep all information safe and secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing.

7.13 Both Parties agree to providing a copy of all information held upon receipt of a proper and reasonable data request. Any such request shall be dealt with in a reasonable time.

7.14 All documentation and information provided to the Strategist during the course of the Strategy Day will be retained in accordance with relevant retention guidance for a period of no less than 6 years.

7.15 The obligations set out within this Clause 7 shall survive the termination of this Agreement.

8. Liability

8.1 The Strategist has made every effort to accurately represent the Strategy Day and the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. As with any business endeavour, there is an inherent risk of loss of capital and the Strategist makes no guarantee, representation or warranty with respect to the Services provided.

8.2 The Strategist will not be liable to the Client for any indirect, consequential or special damages.

8.3 In the event damages are incurred by the Client as a result of the Strategist's default or violation of any of the terms of this Agreement, the Strategist's entire liability under this Agreement is limited to the amount paid by the Client to the Strategist for the Strategy Day as at the time the loss is sustained.

8.4 During the term of this Agreement and at any time thereafter, the Client agrees to take no action which is intended, or would reasonably be expected, to harm the Strategist, her agents, employees, contractors, or clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the Strategist, her agents, employees, contractors, or clients.

8.5 In the event a dispute arises in connection with this Agreement and the provision of the Services which is incapable of being resolved by mutual consent then the Parties agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then legal action shall be commenced.

8.6 The Parties agree that they have adequate Insurance cover to meet any liabilities that may arise in connection with this Agreement.

9. Notice

9.1 Where reference in this Agreement is made to the provision of a notice then any such notice shall be validly served if sent by email, or first-class post to the address of the other party as set out in this Agreement and shall be deemed served as follows:

- a) if sent by email, upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day;
- b) if by post, on the second business day after posting.

Notices to Lisa Johnson:

support@lisajohnson.com

or That Strategy Co Limited
Kemp House, 128 City Road
London

10. General

10.1 The failure of either Party to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

10.2 In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

10.3 This is the entire agreement between the Parties and supersedes all other negotiations, drafts, correspondence and discussions prior to the execution of this Agreement.

10.4 Every effort will be made to carry out this Agreement and provide the Services, but the Strategist shall not be liable for any delay or failure in provision of the Services should the Strategist be prevented or delayed by reason of an Act of God, Strike, War, Riots, Lock Outs, Fire, Flood, Accident, Delays in Transit, any Act or Omission of a Telecommunications officer or Third Party Supplier of Services, or any other circumstances beyond the Strategist's control. In such circumstances time of delivery of Services shall be extended until a reasonable time after the event preventing or interfering with the due execution, and under no circumstances will the Strategist be liable for any loss or damage suffered by the Client as a result thereof.

10.5 The Strategist acknowledges the importance of telecommunications to the delivery of the Strategy Day and agrees to use all reasonable endeavours to provide reasonable contingency provisions to limit any impact or delay which may be caused to the provision of the Services by delay or failure of Telecommunications services. Nothing in this provision will affect the application of this clause where an unexpected event occurs.

10.6 This Agreement is formed in the United Kingdom, the principal place of business for the Strategist and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of England and the laws from time to time in force.

10.7 The Client agrees that no other representations have been made by the Strategist to induce the Client into entering into this Agreement and no modification to the terms of this Agreement shall be effective unless in writing and signed by both parties.

10.8 Save as provided for in clause 8.4 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10.9 The Client acknowledges that he/she has been given sufficient time to seek legal advice prior to entering into this Agreement.

I confirm that the payment of the fee indicates my full understanding and agreement with the information outlined above.

Schedule 1

Strategy Day Details

One day group session from 10am-4pm in person in Milton Keynes, exact address will be provided 2 weeks prior to the day.

The Strategist

Lisa Johnson, CEO of That Strategy Co Limited, trading as Lisa Johnson.
Company Registration number 09316866

Payment Terms

The total fee for the Strategy Day is £1,000, or two instalments of £500

Full payment must be received at least 48 hours prior to the date of the Strategy Day