



## ***Find Your Lightbulb Ltd***

### **Terms and Conditions**

#### **1. Services and Termination**

1.1 We are engaged by you to provide mentoring services to your business. Services are provided by members of the Find Your Lightbulb team as agreed from time to time with the client.

1.2 The services are described in the Appendix.

1.3 The contract may be terminated by either party giving the other one month's prior notice in writing

#### **2. Status and limitation of liability**

You acknowledge and agree that:

2.1 any mentoring, coaching or advice provided by us (or any person representing us (including our employees or contractors) is intended for business use only;

2.2 you are responsible for decisions made or actions taken to implement such mentoring, coaching or advice in your business;

2.3 this Agreement does not constitute or imply any employment, partnership, joint venture, agency, fiduciary relationship or other relationship between you or us other than as expressly provided;

3.4 to the maximum extent permitted by law, (i) any implied terms and warranties are excluded; (ii) the aggregate liability of either party arising out of or related to the services provided under this Agreement, whether in contract, tort or otherwise shall not exceed the amounts actually paid by you under this Agreement during the Provision of the services; and (iii) neither party shall have any liability to each other for any lost profits, loss of use, costs of procurement of substitute programme, including changes to or cancellation of meetings, or any indirect, special, incidental, punitive or consequential damages, however caused, whether in contract, tort or under any theory of liability, and whether or not you or we have been advised of the possibility of such damage;

3.5 except for actions for breach of intellectual property rights (clause 6) or confidentiality (clause 5), no action (regardless of form) arising

out of this Agreement may be commenced by either party more than one year after the cause of action accrued; and

3.6 nothing in this Agreement shall be taken to exclude any liability of either party for death or personal injury caused by its negligence or any fraudulent misrepresentation.

#### **4. Intellectual property rights**

4.1 "Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

4.2 The Company Intellectual Property, to include all IconicShift material used in the mentoring, whether presented before, during or after a mentoring session or workshop, is and shall be vested solely and exclusively in the Company and the Client acknowledges and agrees that it is not granted any licence of or rights in the Company Intellectual Property and that it will not, at any time, to do anything that would infringe Company intellectual property rights, including recording, reusing, reselling or reproducing in whole or in part any Workshop, except without the Company's prior consent.

4.3 The Client Intellectual Property is and shall be solely and exclusively owned by, the Client and the Company acknowledges and agrees that it is not granted any licence of or rights in the Client Intellectual Property and that it will not, at any time, to do anything that would infringe Client intellectual property rights.

#### **5. Confidential information**

5.1 "Confidential Information" means trade secrets or other technical or commercially sensitive information belonging to either the Client or the Company and its/their officers, shareholders, customers, clients or suppliers in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) and whether or not marked "confidential", providing that the foregoing shall not apply to information widely known outside of the Client or the Company (as the case may be) or which has been publicly available or disseminated, save (in either case) through the default of the other party or any director, officer, or employee thereof or consultant or advisor thereto . By way of illustration only, without limitation, the following may be confidential information:

research and development; Inventions; information relating to the business, products, affairs and finances of the Company or the Client, formulae and formulations; methods of treatment, processing, manufacture or production, process and production controls including quality controls; plans, strategies and tactics; suppliers and their production and delivery capabilities; identity and contact details of clients, customers and details of their particular requirements; Connections; costings, profit margins, discounts, rebates and other financial information; marketing strategies and tactics; current activities and current and future plans relating to all or any of development, production or sales including the timing of all or any such matters; the development of new products and services and/or new lines of business; production or design secrets; technical design, data or specifications of products or services; machinery and equipment design, development and maintenance; information about employees including their particular areas of expertise and terms of employment; remuneration and benefit strategies for employees; and career path and appraisal details of employees.

5.2. Each party agrees that it will :

5.2.(i) treat the Confidential Information of the other party disclosed to it as being strictly private and confidential, and shall take all reasonable precautions so as to maintain its status as such;

5.2.(ii). use and apply such Confidential Information solely for the purposes of the Mentoring Sessions and Mentoring Services and for applying the advice and guidance received from the Company to the improvement of the Client's business and achievement of its objectives ;

5.2.(iii). not directly or indirectly use or disclose any of the Confidential Information disclosed to it except in accordance with the terms of this agreement.

5.3 each party receiving Confidential Information of the other agrees:

5.3.(i). to limit the disclosure of Confidential Information disclosed to it to such of its officers, employees and professional advisers to whom disclosure is strictly necessary for the purposes of or in connection with Mentoring Services;

5.3.(ii) to ensure that such officers, employees and professional advisers are bound by obligations in respect of the Confidential Information equivalent to those set out in this agreement and to ensure that such officers, employees and professional advisers are aware of their obligations with regard to the Confidential Information; and

5.3.(iii) to use reasonable endeavours to ensure that such officers, employees and professional advisers abide by such obligations.

5.4 For the avoidance of doubt, the Company does not and will not hold or store any financial information about the Client, however, we may hold personal information (including your name, email address and company details) to (i) provide the Programme and Workshops or (ii) provide details of our other services to you or (iii) to complete internal administration related to you.

## **6. Insurance**

Throughout the term of this Agreement both parties shall secure and maintain insurance in respect of their respective liabilities and obligations hereunder.

## **7. General**

7.1 This Agreement is not enforceable by any third party (whether under statute or otherwise).

7.2 Each party is responsible for its legal and other costs in relation to this Agreement.

7.3 Any notices under this Agreement shall be via e-mail or in writing to the registered address or the email address of the other of the other party. The respective email addresses are;

(a) for the Company; Mike@findyourlightbulb.com

(b) for the Client;

Any change of email address by one party must be notified to the other in writing.

7.4 Variations to this Agreement will have effect when agreed in writing by the parties.

7.5 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

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

7.7 This Agreement is the entire agreement between the parties in relation to its subject. No other terms apply.

7.8 This Agreement is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England