

SERVICE TERMS AND CONDITIONS

BETWEEN

The person or company purchasing the Goods and Services

AND

BURNOUT SLAYER® (Trading as CVA Associates Limited)

This agreement ("Agreement") dated DATE

Is made between:

BURNOUT SLAYER® (trading as CVA Associates Limited) a company registered in England and Wales under company number 11581859 referred to in the Agreement as "I", "me" "my" or "the **Consultant**".

and

The person or company purchasing the Goods and Services

referred to in the Agreement as "**you**" or "**the Client**".

1. COMMENCEMENT, DURATION AND STATUS

- 1.1 This Agreement commences on the date of signature and will continue until the Services are completed (or otherwise terminated in accordance with this Agreement).
- 1.2 The Services are as set out in "Schedule A" attached to the Agreement and you have engaged me to provide the Services on the terms of this Agreement. We may agree additional services to be brought into scope of our Agreement, and if this happens we will make amendments to Schedule A in writing.
- 1.3 As we commence the Services together I may send you my "Intake Questionnaire" and you agree to complete and return this, and to be honest and open and as in-depth as you can in your response. If we have agreed for other documentation to be provided by you at the outset of the Service, this will be detailed in Schedule A Part 3. During the Services I may at my discretion send you other assessments or exercises to complete, such as individualised business strategy assessments and you agree that you will be completely honest and open in your responses and return them in a timely manner.

1.4 The relationship between us will be that of independent contractor and nothing in this agreement shall render me your employee, worker, agent or partner.

2. CANCELLATION OR CHANGE TO THE SERVICES

2.1 As set out in the Schedule, you have requested to engage me as your Consultant to provide the Services. I am invested in your success and it is imperative to the success of the Services that you are also committed, invested and fully engaged to the Services for the duration. There is therefore no general right to terminate, cancel or change the Services during the term of the agreement.

2.2 It may be necessary for either of us to postpone or rearrange a consulting session due to unforeseen circumstances, in which case we shall endeavour to reschedule the Services at the earliest mutually convenient time. It is our joint intention however that we shall work collaboratively to an agreed schedule of consulting sessions so that the Services may be delivered within the timeframe and so this clause 2.3 is intended for rare and urgent situations only.

3. MY DUTIES

3.1 I shall provide the Services to you with due care, attention, skill and ability. You acknowledge that the Services are within the remit of consulting and as such, there is no guarantee of any particular results. As with all mentoring and coaching programmes, you as Client will get out of the Service what you are prepared to put in. I will be guiding, supporting, advising and working alongside you to put in place action plans and strategic foundations but it will be for you to engage, execute and deliver to the best of your ability in order to deliver your own tangible outcomes and results.

3.2 All warranties and representations are excluded to the fullest extent permitted by law.

3.3 As set out in clause 2.3 above, if I am unable to provide any part of the Services, we shall reschedule that appointment or meeting to a mutually convenient time.

3.4 If you elect to cancel the Services in accordance with clause 2.2 above, then I shall not be responsible for delivery of the remainder of the Services to you from the date that cancellation takes effect.

3.5 My provision of the Services to you is subject to:

- (a) Your timely payment of the Payment in accordance with this Agreement;

- (b) Your fulfilment of the Client Duties, as outlined in clause 4;
- (c) You providing me with the information requested at clause 1.3 and/or Part 3 of Schedule A, and as otherwise reasonably requested by me from time to time;
- (d) Your willingness to take appropriate action within reasonable and agreed timescales against the goals, tasks, activities, timelines, projects which we mutually agree together during the course of the Services. Please note, agreed outcomes and suggested results will no longer be applicable if you change the plan we initially agree or delay any of the work agreed.

4. CLIENT DUTIES

4.1 You agree to adhere to the terms of this Agreement and in particular you have noted the following:

- (a) Your obligation to make Payment on time and in accordance with the agreed schedule;
- (b) Your obligation to be open and honest at all times so that I may understand your business and specific needs and tailor the programme appropriately in response;
- (c) Your obligation to comply with Part 3 of Schedule A and to respond to my requests for information and to take actions and complete tasks in a timely manner in line with the plans we mutually agree;
- (d) that there is no general right of termination under the Agreement, and that the Initial Payment is non-refundable under any circumstances;
- (e) that the Services are mentoring and coaching services which by its very nature means that no particular outcomes or metrics or results in your business are guaranteed, (see clause 3.1).

4.2 You agree to behave respectfully, courteously and professionally in all dealings with me or members of my team (or third parties) who you may be introduced to during the course of the Services. You agree not to engage in any actions or activities which are intended to or are likely to bring me or my provision of the Services into disrepute, either during or after the term of this Agreement. If you have any course of complaint in relation to the Services you will bring this to my direct attention as soon as possible, or you may email hello@cva-associates.com.

5. PAYMENT AND TERMS

- 5.1 The Payment for the Services is an investment by you as defined and set out in Schedule A. This Payment is made by you in consideration of my provision of the Services.
- 5.2 You agree to make the Initial Payment (as defined and set out in Schedule A) at the point of signing this agreement in order that we may commence work together. Delivery of the Services will not commence until You have made this Initial Payment and we have received a signed copy of the Agreement. You agree that the Initial Payment is non-refundable under any circumstances.
- 5.3 Unless agreed in writing between us, the Instalment Payments (as defined in Schedule A) will be set up and debited using our online payment system. The Instalment Payments will be taken automatically on set monthly dates and a final payment upon completion of the Services.
- 5.4 If you become aware of any reasons or circumstances preventing you from meeting the dates for Payment set out in this Agreement, you must inform me in writing as soon as possible. I may, at my discretion, re-negotiate a revised Payment schedule with you.
- 5.5 If you fail to pay the Instalment Payments under this Agreement, then I shall have the right to (without prejudice to any other right or remedy that I may have):
- (a) charge interest on the Payment from the due date at the annual rate of 4% above the base rate from time to time of Lloyds Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and
 - (b) suspend all Services until any and all due Instalment Payments have been made in full;
 - (c) terminate the Services if any Instalment Payment remains outstanding for longer than fourteen (14) days.
- 5.6 All sums payable under this Agreement shall become due immediately on termination of this agreement, despite any other provision. If therefore you fail to make any Instalment Payment and I exercise my right under clause 5.5 above then I shall still be entitled to claim the total Payment amount despite termination of the Services. This clause 5.6 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

5.7 All expenses which you may incur in relation to the Services shall be paid by you, including any travel, subsistence or accommodation costs. All of my travel, subsistence and accommodation costs are included in the Payment (or as otherwise specifically detailed in Schedule A).

5.8 Due to the nature of our digital products and services being instant and unable to be returned. I DO NOT offer a refund or exchange for any digital services or goods you purchase from me.

6. CONFIDENTIAL INFORMATION AND NON-DISPARAGEMENT

6.1 I acknowledge that in providing the Services I may have access to Confidential Information (as defined in clause 15.1).

6.2 I agree that (except in the proper course of my duties) I will not use or disclose to any third party any Confidential Information. This clause 6.2 does not apply to:

- (a) any use or disclosure authorised in writing by you or as required by law;
- (b) any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
- (c) any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.

6.3 During the course of the Services, each party is likely to provide to the other sensitive information relating to our respective businesses. Neither party shall use such information for any purpose other than in the course of our working collaboratively together.

6.4 Each party agrees not to engage in any conduct or communications, public or private, intended or likely to disparage the other or damage their interests.

7. DATA PROTECTION AND INTELLECTUAL PROPERTY

7.1 You acknowledge and agree that your personal data will be processed by and on behalf of me as part of me providing you with the Services.

7.2 I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use in relation to the Services and nothing in this Agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

- 7.3 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use or make available to you during the Services.
- 7.4 I do however grant to you a limited, non-exclusive, non-transferable, non-sub-licensable revocable licence to use all or any of the content or materials used *for the purposes for which the Services were provided only*.
- 7.5 You may not without my prior written consent make any audio or visual recordings of all or any part of the delivery of the Services. You agree that I may make recordings which may include your image, voice, name and likeness during the course of this Agreement, if sessions take place on systems that allow for recording. Recordings of our calls and sessions will only be made available to you, for the purposes of learning and development in accordance with the scope of the Services. You shall not distribute or share any recordings of the Services provided to anyone.
- 7.6 During or after the Term of this Agreement, I am likely to seek feedback from you in relation to the quality of the Services provided and how you have benefited from the Service. I may use this as testimonials for my wider business, but I will seek your prior written consent before doing so.

8. OBLIGATIONS ON TERMINATION

- 8.1 On or before the date of termination of this Agreement, you shall immediately pay any unpaid elements of the Instalment Payments or other sums payable under this Agreement.
- 8.2 Termination of this Agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Agreement, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.
- 8.3 Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of this Agreement, including the following clauses: clause 5 (Confidential Information), this clause 8 (Obligations on Termination), clause 9 (Limitation on liability) and clause 15 (Governing Law and Jurisdiction).

9. LIMITATION ON LIABILITY

- 9.1 Nothing in this clause 9 shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
- 9.2 I shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of You entering into this Agreement and/or by my providing the Services.
- 9.3 Subject to the above paragraphs, 9.1 and 9.2 my total liability to you is limited to 50% of the total fee paid by you under this agreement in the 12 months prior to the event giving rise to a liability. To clarify, 50% of the total fee paid by you does not include any other payments by you in consideration to any other offering.
- 9.4 If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstances outside of my control, I shall not be liable to You for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay.
- 9.5 You shall indemnify me, and any person(s) acting on my behalf, for any and all losses, costs, claims or demands, suffered by me or them, as a result of your acts or omissions.
- 9.6 The provisions of this clause 9 shall survive termination of this Agreement.

10. FORCE MAJEURE

- 10.1 I shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond my reasonable control such as:
- natural disasters (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
 - rebellion, revolution, insurrection, or military or usurped power, or civil war;

- contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- riot, commotion, strikes, go slows, lock outs or disorder.
- pandemic outbreaks (such as, but not limited to, flu, coronavirus, foot and mouth)

11. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

11.1 You acknowledge and agree that:

- (a) this Agreement constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Services, whether verbal written or otherwise (and which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this Agreement you have not relied on any Pre-Contractual Statement (as defined in clause 15).

12. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

14. THIRD PARTY RIGHTS

14.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 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 English law.

- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

16. INTERPRETATION

- 16.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Confidential Information: information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the provision of the Services other than as expressly set out in this Agreement.

- 16.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 16.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 16.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 17. Confidential Information:** information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the provision of the Services other than as expressly set out in this Agreement.

- (a) A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- (b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (c) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

18. OWNERSHIP

18.1 All deliverables, ideas, inventions, improvements, methods, processes, works of authorship and other forms of intellectual property that the I conceive, reduces to practice, develops or shares with the Client, alone or in conjunction with others, including designs, data, software code, ideas, inventions, know-how, materials, marks, methods, procedures, tools, interfaces, and other forms of technology as well as any intellectual property rights of any kind therein (collectively, the “Work Product”), I will be the sole and exclusive owner of. I am the sole owner of all right, title and interest worldwide in and to the Work Product and all intellectual property rights therein.

19. Disclaimer

19.1 I am an Online Business Consultant. As part of my services, you may receive or opt to energy clearing as part of the remit of the Services. It is agreed that you take full responsibility for your own health and well-being and that you are enrolling in the Services in the full knowledge that energy clearing is currently classified as an alternative/complementary form of care. You will liaise with your own health care professionals when it comes to any medication, supplements and/or your diet. I am not a doctor, a registered dietitian, a therapist or psychotherapist, nutritionist, physician or psychologist and as such I do not diagnose or treat disease. The coaching Service does not replace (nor promise nor attempt to replace) any conventional or current health treatment which you may require from a qualified medical practitioner and/ or be currently using under specific medical advice. I do not provide medical diagnosis, or consultations related to health, medical, psychiatric or physiological issues.

19.2 Any information provided to you as part of the Services, or elsewhere on my website www.burnout-slayer.com and accompanying social media platforms, blog, including concepts, techniques, helpful articles, and

other advice related to my Services, is provided only as general information. Any information, examples, or testimonials presented on my website or social media do not constitute a warranty, guarantee, or prediction regarding any specific outcomes of working with me. In particular I do not and cannot guarantee any particular business or mindset results or outcomes as a result of any strategic support, guidance or energy clearing I may provide to you. You agree that you are wholly responsible for all and any business, strategy or personal decisions you make at all times both during the provision of the Services and after termination.

Continuing to purchase the goods or service is acceptance of Service Terms and Conditions, with the Schedule of Services attached, together the "Agreement."

Schedule A

SERVICES

Between:

- (1) **CVA Associates Limited** a company registered in England under number 11581859 referred to in the Agreement as “I”, “me” “my” or “the **“Consultant”**”.
- (2) **The person or company purchasing the Goods and Services** (“you” or “the Client”)

Part 1: Description of Services

Simple Systems to Scale® Programme, consisting of a curriculum as advertised that is delivered over 6 months along with monthly calls (6 Q&A calls in total).

Part 2: Payment Schedule

You have been provided the option to pay in full or pay monthly as advertised.

Part 3: To Be Provided By You

Grant drip fed module access on time
Feedback questionnaires
Showing up for all sessions on time
Completion of any agreed goals and tasks