

Member DETAILS AND ARRANGEMENT

Member Contact Details	
Name:	
Company Name:	
Address:	Tel:
	Mob:
	Email:
Postcode:	

Contract Details: (including components, frequency, start & end dates & price)

To provide MOVE Mastermind Elite Peer to Peer, Business Facilitation and Non Executive Director services.

Payment Details:

MOVE Mastermind Elite Subscription (Via Website)

Payment terms are:

£200 per calendar month.

Frequency:

A two hour meeting per calendar month (Plus Telegram/WhatsApp between meeting for communication)

Contract period:

This contract is for a minimum of 6 months.

Terms:

To be paid in full each month, by the initial date of sign up.

As your Facilitator(s), we promise, wherever possible, to:

1. Provide all the assistance, support, encouragement and guidance to achieve your desired outcomes.
2. Conduct all our dealings with you in absolute dignity, respect, honesty and confidentiality.
3. Always conduct ourselves with integrity, responsibility and accountability.
4. Always attend planned meetings on time.
5. Always be prepared for our meeting.
6. Treat all information discussed with you, both verbally or written, with confidentiality. We will comply totally with the Data Protection Act 2018.
7. Not defraud, misrepresent, deceive or mislead you.
8. Share with you all our knowledge, skills, experience and expertise, where appropriate.
9. Challenge any limiting beliefs that may hinder your progress towards your desired outcomes.
10. Raise the bar just when you thought you had reached it.
11. Give at least 24 hours notice if we need to rearrange a planned session.

Signed

Name

Position

Date

Member's PROMISE

I promise, wherever possible to:

1. Always attend planned meetings on time.
2. Always be prepared for the Mastermind meeting.
3. Check what I have achieved against my agreed actions set at the previous meeting.
4. Be prepared to discuss outstanding actions and identify any limiting factors at the next meeting.
5. Consider what actions may be necessary prior to meetings.
6. Be honest at all times, especially about what achievements I have made.
7. Allow you to challenge me when and where appropriate.
8. Be willing and enthusiastic to try new methods that you may suggest in our meetings.
9. Accept and discuss feedback.
10. At all times work in partnership with you to achieve my desired outcomes.
11. Be prepared to work on all aspects of my life that affect my desired outcomes.
12. Be prepared to step out of my comfort zones, where required, with your support.
13. Exercise "due diligence" when considering any suggestions made by you as my Facilitator(s).
14. Give at least 24 hours notice if you cannot attend the Mastermind meeting
15. Listen and support other members through open questions

Signed

Name

Position

Company

Date

This Contract and NDA , together with the attached terms, apply to the provision of all Goods and Services by MOVE Business Ltd, to you. When signed by both Parties, they will create legally binding obligations

Move Business Ltd, TERMS:

The Mastermind Period is the period of time from the Commencement Date until the termination of the Agreement. The following Terms set out both the Member's and the Facilitator(s)'s obligations to each other during the Facilitator(s) Period. They have been broken down into titled paragraphs for ease of reference.

Charges, payment and cancellation

The Member agrees to pay the Facilitator(s) the Facilitator(s) Fees in accordance with the Payment Terms set out on the MOVE Mastermind Subscription website page and accompanying NDA. If the Member does not make all such payments then the Facilitator(s) shall be entitled to: (i) suspend all Facilitator Services until payment has been made in full; and (ii) claim interest under the Late Payment of Commercial Debts (Interest) Act 2002.

The Facilitator(s) will use its reasonable endeavours to attempt to re-schedule any such Facilitator(s) Service that is cancelled or requested to be re-scheduled for a date no more than [28] days from the date of the cancelled Facilitator(s) Service. Should the Member and the Facilitator(s) be unable to reschedule the Facilitator(s) Service for any date in such period, attempts to find a date for a substitute Facilitator(s) Service will be abandoned.

If the Service is cancelled by the Member, irrespective of any notice period by the Member, 100% of the Facilitator(s) Fee for that event is payable by the Member.

Intellectual property rights

The Member agrees that between the parties any and all intellectual property in any materials and or information that the Facilitator(s) provides to the Member as part of the Facilitator(s) Services belongs to the Facilitator(s). These materials shall be referred to as the i) Materials or ii) the Resources. The Facilitator(s) grants the Member a license of its intellectual property (free of charge and on a non-exclusive basis) to enable the Member to make reasonable use of the Materials or Resources for the Member's personal or internal business use only.

Confidentiality

The Member and the Facilitator(s) will keep in strict confidence all information, whether technical, commercial know-how, specifications,

worksheets, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Member or the Facilitator(s) (as the case may be) by the other party and any other confidential information concerning the disclosing party's business, products or Facilitator(s)

Services which the other party may obtain. The party receiving any such confidential information shall restrict disclosure of that information to those of its employees, agents or sub-contractors that require it for the purpose of discharging their obligations under this Agreement.

In addition to the above, the Facilitator(s) shall keep any personal information that the Member provides to it (including but not limited to the Member's name, address, email address, contact numbers, personal information shared during Facilitator(s)/training sessions etc) confidential and shall only use such in accordance with current data protection legislation or with the Member's express consent. Where the Member provides any 'testimonials' (written or otherwise) to the Facilitator(s), then by doing so the Member agrees to allow the Facilitator(s)

- to publish these on its website(s) and other promotional documentation, for marketing purposes unless, prior to providing such 'testimonials', the Member specifically states otherwise in writing to the Facilitator(s).

Termination

The Member's Agreement with the Facilitator(s) shall terminate automatically on completion of the Facilitator(s) Services or expiry of the Facilitator(s) Period, whichever is earlier.

The Member or the Facilitator(s) may also terminate this Agreement (without prejudice to any other rights or remedies that they may have) on giving the other not less than **one** month's written notice or immediately on giving notice to the other if:

- the other party commits a material breach of any of the terms of this Agreement and (if that breach is remediable) fails to remedy that breach within 30 days of being asked to remedy it; or
- an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a

court of competent jurisdiction to make a winding-up order of the other party; or

- an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets.

The Facilitator(s) may terminate this Agreement without liability to the Member immediately on giving notice to the Member if the Member fails to attend at least 2 (or cancels at least 2 within 48 hours) prearranged meetings or elements of the Facilitator(s) Services.

If this Agreement is terminated for any reason, the Member shall immediately pay to the Facilitator(s) all of the Facilitator(s)'s outstanding unpaid invoices and interest and, in respect of Facilitator(s) Services supplied but for which no invoice has been submitted, the Facilitator(s) may submit an invoice, which shall be payable immediately on receipt;

Where this Agreement is terminated by the Facilitator(s), the Member shall, within a reasonable time, return all of the Materials.

Events beyond the Facilitator(s)'s control

The Facilitator(s) shall have no liability to the Member under this Agreement if it is prevented from or is delayed in performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to; strikes; lock-outs or other industrial disputes (whether involving the workforce of the Facilitator(s) or any other party); failure of a utility service or transport network; act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; breakdown of plant or machinery; fire; flood; storm; or default of the Facilitator(s) or its sub-contractors.

Contract & Terms

Notices

Notice given under this Agreement must be: (i) in writing; (ii) sent for the attention of the person, and to the address of the Facilitator(s); (iii) giving a minimum of 1 calendar month's notice.

For the avoidance of doubt, a notice is not validly given if sent by email, text or any other digital form.

Miscellaneous

No variations or modifications to this Agreement or these Terms is effective unless it is in writing and both the Member and the Facilitator(s) have signed it.

The Member agrees that, in entering into this Agreement, the Member does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

The Member shall not, without the prior written consent of the Facilitator(s), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

The Facilitator(s) may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.