

## Consulting Terms and Conditions

### 4. Term.

This Agreement will commence on the effective date set out below as signed and will continue for a period of 30 days, unless otherwise terminated by The Company or Client or unless otherwise agreed to by The Company and the Client.

### 5. Termination.

In the event that the Client desires to terminate the Services hereunder, the Client must submit a written request to The Company at least seven (7) days prior to the desired date of termination. Written requests to terminate may be made by mail or email. If the Client chooses to terminate this agreement in writing, all monies owed to The Company will be due immediately and will be invoiced within 5 working days. Under no circumstances will The Company give refunds of the amount paid for the Services hereunder.

### 6. Ownership of Materials.

The Company acknowledges that the Client owns all Intellectual Property created by the Company in connection with the Services, that now exists or that later comes into existence. The Company shall retain the creative rights to all pre-existing materials, data and similar items provided by The Company hereunder in connection with the Services under this agreement. All services and software used by The Company shall at all times be the sole property of The Company and under no circumstances shall the Client have any interest in or rights to the title to such materials, or software.

### 7. Proprietary Information and Use of Materials.

- A. Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information"). Such Proprietary Information includes, without limitation, information regarding marketing, sales programs, sales volume, sales conversion

rates, sales methods and processes, sales proposals, products, services, vendors, customer lists, training manuals, sales scripts, telemarketing scripts, names of investors, and customer information, operating procedures, pricing policies, strategic plans, intellectual property, information about a Party's employees and other confidential or Proprietary Information belonging to or related to a Party's affairs. The receiving Party acknowledges and agrees that in any proceeding to enforce this Agreement it will be presumed that the Proprietary Information constitutes protectable trade secrets, and that the receiving Party will bear the burden of proving that any portion of the Proprietary Information was publicly or rightfully known and disclosed by the receiving Party. The Parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all Proprietary Information, regardless of when or how disclosed, in strict confidence and with not less than the same degree of care that they provide for their own confidential and proprietary information. The Parties warrant and represent that the degree of care contemplated herein is adequate and the Parties will take any and all steps reasonably necessary to preserve such Proprietary Information.

- B. Nothing in this Agreement shall prohibit or limit the receiving Party's use of information that can be demonstrated as: (a) previously known to the receiving Party, (b) independently developed by the receiving Party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing Party, or (d) acquired through the public domain through no breach by the receiving Party of this Agreement.
- C. Other than as specifically provided herein, the Parties, their employees, subsidiaries, affiliates, agents and assignees, shall make no disclosure of any Proprietary Information without the express written consent of the other Party. In addition, neither Party shall use the Proprietary Information for any purpose other than purposes related to their business relationship as laid out in this Agreement. In the event that the receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Proprietary Information, the receiving Party understands that the disclosing Party may desire to seek an appropriate protective order or take steps to protect the confidentiality of such Proprietary Information. Consequently, the receiving Party agrees that it will provide the disclosing Party with prompt notice of such request(s).
- D. Portfolio Release. The Client agrees that The Company has the right to use materials created pursuant to this Agreement for The Company's portfolio, samples, self-promotion including advertising for The Company's business including without

limitation Facebook or Instagram, or any other social media platform. In the event the Client wishes to exclude some specific materials from the release under this paragraph, or to limit the time period of such release, The Company and Client may agree in writing to such limitation.

- E. Remedies. The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected Party, for which monetary damages, on their own, would be inadequate. Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

## **8. Additional Services.**

All services outside the scope of this Agreement that are requested by the Client and which The Company agrees to perform will be billed at a rate of £200 per hour. The Client will be notified and must approve in writing (email is sufficient) additional services before they will be performed, although The Company may not necessarily be able to inform the Client in advance of the total cost of such additional services. The Client will also be given an opportunity to purchase additional services at package rates, when deemed appropriate by The Company.

## **9. Limitation of Liability.**

The Company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. The Client agrees that, in the event the Company is determined to be liable for any such loss, the Client's sole remedy against The Company is limited to a refund of payments made by the Client for said Services, less expenses paid to subcontractors or to third parties. The Company is not responsible for errors which result from faulty or incomplete information supplied to The Company by Client. The Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. The Company shall not be liable to the Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of services.

## **10. Handling of Disputes.**

The Parties agree that any dispute regarding this Agreement, and any claim made by the Client for return of monies paid to The Company, shall be handled in accordance with applicable UK law. The Client agrees that it is liable to pay The Company for the work already performed as of the time of the cancellation request, at an hourly rate of £150 per hour for all hours spent on the Client's project. The Company will provide the Client with an itemization of hours spent within a reasonable time upon the request of the Client and payment will be expected in full within 15 days from the date such itemization is provided. If the Client does not pay for such hourly work upon The Company's demand and within 15 days, The Company reserves the right to initiate an action in court for breach of contract.

## **11. No Guarantee.**

The Company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of The Company may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level of results.

## **12. Communications.**

The Client agrees that formal communication is to be via email only, the email address to use is Philip.leonard@tektology.co. If the Client wishes to speak on the phone, the Client should send an email to The Company stating that you would like to schedule a phone call and The Company will work with the Client to arrange a time. The Company typically responds to email within 24-48 hours excluding weekends and standard public holidays.

## **13. Entire Agreement.**

This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

#### **14. Severability.**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

#### **15. Headings.**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

#### **16. Interpretation and Enforcement.**

The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the United Kingdom. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be in the United Kingdom.

