

The Trade Group Limited
The Business Builder Academy Agreement

1. INTRODUCTION

Welcome to The Trade Mastermind! We start every new relationship with a contract. This document sets out what you can expect from the Trade Group Limited (hereinafter referred to as "us or "we"), and what we expect from our customers (hereinafter referred to as "you"). Please read this document carefully as it creates legally binding obligations on you and us. If you agree to what you read below, you should complete the information and sign at the end, to acknowledge that you have agreed. By proceeding with us, you will be deemed to have read, understood and agreed to the terms of this contract.

2. ACCESS AND SERVICES

- 2.1 Subject to you paying the fees referred to below, you will be granted a non-exclusive, non-transferable right to access our [Trade Mastermind] system (the **System**) upon enrolment for the purposes of accessing and receiving the [training programme] (**Services**). We reserve the right to modify, suspend or terminate access to our System or the Services at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our System.
- 2.2 We do not warrant that your access to the System or the Services will be uninterrupted or error-free and are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Services and System may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 2.3 Access to the System is personal to you and you must always keep your login details and password confidential and not allow anyone other than yourself to access and/or use the System or Services.
- 2.4 The rights provided under this clause 2 are granted to your only and shall not be considered granted to any subsidiary or holding company of yours. You warrant that you have authority to enter this Contract and that you are entering into the Contract as a business user.

3. FEES AND PAYMENT

- 3.1 You will be charged a monthly fee for access to the Services and System as set out in the Contract Details (together the **Fees**). The Fees are paid monthly in advance on the agreed date of each month. There will be a discount for paying the Fees in full. You should review the complete and current price list before signing up for any of our Services. You will be given the opportunity to pay the Fees by credit or debit card when you sign up and you will be able to sign a Direct Debit or recurring payment for the monthly Fee. If the monthly payment fails for any reason, multiple attempts will be made to continue to take the Fee via our secure terminal provider. Please do not enter this contract if you have not considered the full value of it and are unprepared to commit to the total value of the Fees, as outlined below.
- 3.2 If you pay monthly, your payments will be collected using Premium Credit or such other third-party supplier as we may nominate. You agree to abide by the terms of such third party provided in connection with the collection of the Fees.
- 3.3 The Fees are payable in pounds sterling, are, subject to clause 15.1, non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.
- 3.4 If you do not pay the Fees when due:
- 3.4.1 we reserve the right to immediately suspend access to the System and Services; and/or
- 3.4.2 charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 3.4.3 if you are a pay monthly customer and any of the Fees have been outstanding for more than 30 days, we reserve the right to call in the remaining balance of the Fees and which shall be payable within 7 days of our request.
- 3.5 If you have any queries, please email scaleup@trademastermind.co.uk.
- 3.6 In consideration of us providing the Services and access to the System, you hereby acknowledge and agree that as a separate and independent obligation, the client as **Guarantor** guarantees the due and punctual performance and payment of all obligations and/or payments due from or arising under or in connection with the Contract. If this clause is or becomes, unenforceable, invalid or illegal, the Guarantor agrees to indemnify and keep indemnified The Trade Group Limited in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands, and expenses suffered or incurred by us arising out of, or in connection with, any failure by you to perform or discharge the obligations under the Contract.

4. SYSTEM RULES

- 4.1 You agree to be bound by certain rules that are important for the proper use of the Services and the System. Your failure to follow these rules, whether listed in this contract or in bulletins posted in the System, may result in immediate termination of your right to access the System and receive the Services. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the System and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.
- 4.2 You must:
- 4.2.1 co-operate with us at all times relating to the System and the Services.
 - 4.2.2 promptly provide such information as we may require from time to time.
 - 4.2.3 comply with our content standards (a copy of which is available on our System via www.trademastermind.co.uk)

5. PRIVACY CONSIDERATIONS

Your communications on this System are, in most cases, viewed only by you and anyone to whom you address your message. However, as operators, we may need to review or monitor your electronic mail and other communications from time to time for the purposes of protecting other users and for assessing compliance with this contract. In addition, we reserve the right to copy and distribute to third parties any information associated with your activities on the System. Accordingly, by using the System and Services, you expressly agree that we may access, process, use and disclose such information and communications.

6. PROPRIETARY RIGHTS

- 6.1 By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to us and to all other users and the public an unrestricted license to use, copy, modify, adapt, or document in any form any communications, information, or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the System are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us as the System provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership. Accordingly, you irrevocably agree to waive all such claims whether or not they exist now or in the future.
- 6.2 Your use of our System affords you access to many of the features of our System. You acknowledge that we or our licensors own all intellectual property rights to all protectable components of our System and those arising out of or in connection with the Services, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our System, individual features, and the collective works consisting of sequences of all public messages on our System. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition, you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.
- 6.3 Your use of the System and Services is under licence only during the term of the Contract, solely for your internal business purposes.

7. THIRD PARTY PROVIDERS

You acknowledge that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. CONFIDENTIALITY

- 8.1 You agree that you will not at any time, disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers, except as permitted by clause 8.2. You must not use our confidential information for any purpose other than to perform your obligations under the Contract.
- 8.2 You may disclose our confidential information only to the extent that you are required to do so as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9. LIMITATION OF LIABILITY

- 9.1 You must bear the risk of any liability relating to your use of our System. we would not be able to afford to operate this System if we were held accountable for every wrongful action by delegate. Accordingly, your use of the System is entirely at your sole risk.
- 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 9.2.1 death or personal injury caused by negligence;
 - 9.2.2 fraud or fraudulent misrepresentation; and
 - 9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.3 Subject to clause 9.2:
- 9.3.1 our total liability to you for all loss or damage shall not exceed £10,000; and.
 - 9.3.2 we will not be responsible to you or any third parties for any direct or indirect, consequential, special or punitive damages or losses you may incur in connection with our System, your use thereof or any of the data or other materials transmitted through or residing on our System, regardless of the type of claim or the nature of the cause of action, even if we have advised of the possibility of such damage or loss. every effort has been made to accurately represent our products and services and their potential.
- 9.4 Even though this industry is one of the few where one can write their own check in terms of earnings, there is no guarantee that you will earn any money using the techniques and ideas in the materials on the site, or any products or services provided pursuant to the site or in live training sessions. examples in these materials are not to be interpreted as a promise or guarantee of earnings. earning potential is entirely dependent on the person using our products, ideas, and techniques. we do not purport any of our products to be a "get rich scheme." any claims made of actual earnings or examples of actual results can be verified upon request. your level of success in attaining the results claimed in our materials depends on the time you devote to our programs, ideas, and techniques mentioned, your finances, knowledge, and various skills. since these factors differ according to the individual, we cannot guarantee your success or income level, nor are we responsible for any of your actions. All forward-looking statements here, or on any of our sales materials, are intended to express our opinion of earnings potential. many factors are important in determining your actual results and no guarantees are made that you will achieve results like ours or the testimonials of our customers. in fact, no guarantees are made that you will achieve any results from the ideas and techniques in our materials, or services provided pursuant to these materials.
- 9.5 Subject to clause 9.2, we shall not be liable you for any of the following types of loss which are hereby wholly excluded:
- 9.5.1 loss of profits.
 - 9.5.2 loss of sales or business.
 - 9.5.3 loss of agreements or contracts.
 - 9.5.4 loss of anticipated savings.
 - 9.5.5 loss of use or corruption of software, data or information.
 - 9.5.6 loss of or damage to goodwill; and
 - 9.5.7 indirect or consequential loss.
- 9.6 This clause 9 shall survive termination or expiry of the Contract.

10. INDEMNITY

- 10.1 You shall defend, indemnify and hold us harmless from and against any and all claims, actions, proceedings, damages, injuries, liabilities, losses, costs and expenses (including without limitation court costs, reasonable legal and other professional fees), relating to:
- 10.1.1 any acts or omissions by you or materials or information transmitted by you in connection with our System, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action; and
 - 10.1.2 any breach by you of the terms of this Contract.
- 10.2 This clause 10 survives termination or expiry of this Contract.

11. DISCLAIMERS OF WARRANTY

The System is provided "as is" and we make no warranties, express or implied, as to the merchantability, fitness for a particular use or purpose, title, non-infringement or any other warranty, condition, guaranty, or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Service.

12. TERM AND TERMINATION

12.1 The Contract shall commence on the date it is signed by you, or on your first access of the System, whichever is the earlier.

12.2 The Contract shall continue until completion of the Services as determined by us, unless otherwise terminated earlier in accordance with this clause 12.

12.3 Without affecting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

12.3.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of you being notified to do so;

12.3.2 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.3.3 you fail to pay any amount due under the Contract on the due date for payment;

12.3.4 you undergo a change of control;

12.3.5 you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or

12.3.6 your financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.4 We may terminate the Contract at will on giving you one month's prior written notice.

12.5 On termination or expiry of the Contract:

12.5.1 you shall immediately pay to us all outstanding unpaid Fees and interest;

12.5.2 all licences shall be deemed to immediately cease;

12.5.3 termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

12.5.4 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12.6 This clause 12 shall survive termination or expiry of the Contract.

13. GENERAL

13.1 We can transfer our contract with you, so that a different organisation is responsible for supplying the Services. We will tell you in writing if this happens. You may not transfer your Contract with us to someone else.

13.2 This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it. Accordingly, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 13.3, each of us will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Even if we delay in enforcing this Contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that does not mean we cannot do it later.

- 13.5 Except as set out herein, no variation of the Contract shall be effective unless it is in writing and approved by us.
- 13.6 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.7 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the application form.
- 13.8 Any notice or communication shall be deemed to have been received:
- 13.8.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.8.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 13.8.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.9 This clause 13.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. CHOICE OF LAW

- 14.1 You agree that this Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Accordingly, you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. ACKNOWLEDGMENT

- 15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16. OUR PROMISE

- 16.1 You will have 12-month access to go through the Services programme. This comprises 12 live sessions, one hosted every month between the hours of 10:00 and 16:00 on the dates specified by us. The sessions will cover the subjects outlined in our promotional material. You will have access to our Trade Mastermind Community App and Online eLearning Platform and all digital resources designed to complete the training. A customer success manager will be assigned to you to support you in your journey with us and to provide you with any course relevant information you may need throughout the year. Included in the programme is a onetime access within the 12-month period to our 2-day intensive 7 figure business builder event.
- 16.2 In the unlikely event that you are not completely satisfied with the programme and provided that you have attended all of the sessions outlined in clause 16.1 above, you shall be entitled at the completion of the Services to a full refund (less any administrative expenses incurred in connection with the provision of the Services).