



Optimise IVF 2022 Agreement

This Agreement ("the Agreement") is made on the date the Initial Payment (as defined in Schedule 1) has been received in cleared funds between the Consultant (as defined in Schedule 1) and the Client (as defined in Schedule 1 and being, "You" "Your" or "the Client") (together, "the Parties").

By signing this Agreement, the Parties are agreeing to abide by the terms and conditions of this Agreement as set out below.

Introduction

In accordance with the terms and conditions set out within this Agreement the Consultant agrees to provide the Services as defined below to the Client in exchange for payment of the Fee (as defined below).

1. The Programme

1.1 By entering into this Agreement the Client understands and accepts that they are entering into a programme for the provision of teaching services (the "Programme") which is to be delivered by way of 6 video modules in accordance with the terms of this Agreement.

1.2 The Programme is detailed and shall be delivered pursuant to the terms set out in Schedule 1 to this Agreement.

1.3 The total cost of the Programme ("the Fee") which the Client shall pay is set out in Schedule 1 together with the payment terms.

1.4 Once the Initial Payment (as defined in Schedule 1) has been received in cleared funds, the Consultant shall confirm receipt to the Client and provide access to the Programme. Clients entering into this agreement will gain access to the course introduction and module one immediately. Access to subsequent modules will be granted every 7-14 days thereafter: module two at 14 days, module three at 21 days and modules five and six at 35 days.

2. The Services

2.1 The services to be provided by the Consultant as part of the Programme shall include teaching and support services ("the Services") which are designed to support the Client's nutrition and lifestyle.

2.2 In delivering the Services the Consultant agrees to provide them with reasonable care and skill.

2.3 In delivering the Services the Consultant may engage the services of their employees, contractors and other third-party providers as necessary.

2.4 The Consultant will deliver the Services by way of Modules which will be made available in the Course portal as defined in the Programme.

2.5 Should the Client require any further contact in addition to the Modules then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms agreed.

2.6 The Consultant reserves the right to make amendments, revisions or changes to the Programme or cancel, amend, change or reschedule any part of the Programme as is reasonably required by the Consultant. The Consultant shall not be liable to the Client for any changes or cancellations that are made.

3. Client's Obligations

3.1 The Client accepts and acknowledges that entering into this Agreement does not establish any form of legal business relationship and that the Consultant is only liable to the Client in respect of the Services provided and to the extent as set out herein.

3.2 The Client accepts that as part of the Client's participation in the Programme they may be required to review and make decisions concerning their personal and home life, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be the sole responsibility of the Client.

3.3 The Client accepts and understands that they are solely responsible for making decisions and taking appropriate action as a result of any matters reviewed or discussed during the Programme and that the

Consultant shall not be liable for the Client's failure to make decisions, put into action plans, or for any results whether direct or indirect arising out of the Client's participation in the Programme.

3.4 The Client understands and accepts that engagement in the Programme and acceptance of the Services is not a substitute for counselling or other therapy services. If the Client is currently undergoing medical or other professional help concerning their mental health, then the Client should inform their practitioner of the existence of this Agreement and the extent of the Services being provided and inform the Consultant if appropriate and relevant.

3.5 The Client acknowledges that it is their responsibility to watch the Modules.

3.6 In the event the Client has any concerns as to the Consultant's delivery of the Services or the Client's participation in the Programme in any way the Client agrees to notify the Consultant of such concerns by email as soon as possible. The Consultant agrees that upon receipt of notification of such concerns that the Consultant will use reasonable efforts to work with the Client to resolve the Client's concerns.

3.7 The Client understands that, once signed, this Agreement can only be cancelled or terminated in accordance with the relevant provisions contained within this Agreement and that refunds only apply as set out in Clause 5.

3.8 The Client confirms that all information provided to the Consultant, including information which is personal and/or confidential, is true, correct, up to date and complete.

3.9 The Client agrees and understands that participation in the Programme does not guarantee results or successful IVF. As part of the Programme the Client will have access to information, resources and support all designed to benefit the Client but it is the Client's responsibility to act and to implement the necessary information received and/or tools shared.

3.10 The Client accepts and understands that any materials and information provided during the Programme and delivery of the Services is for educational purposes only and does not constitute medical advice.

3.11 The Client agrees that they will not canvass, promote or advertise their products or services to any employee, client or contractor of the Consultant or use their participation within the Programme to canvass, promote or advertise their products or services without the Consultant's express consent, such consent not to be unreasonably withheld.

3.12 The Client agrees to indemnify and hold harmless the Consultant for any action taken against the Consultant due to the Client's violation or disregard of:

- a) any provision of this Agreement;
- b) the Client's participation in any way in the Programme.

4. Late Payment

4.1 The Client is responsible for ensuring that payment of the Fee or any instalment of the Fee is paid in full and on time in accordance with the payment terms set out in Schedule 1 to this Agreement.

4.2 If a Client's account is beyond 3 days overdue, the Consultant shall be entitled to withhold delivery of Services until payment has been made in respect of the outstanding amount.

4.3 Without prejudice to any other right or remedy that the Consultant may be entitled to, where a Client's account is beyond 3 days overdue then interest shall accrue and be added to the Client's account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by the Consultant. Interest will be calculated on the outstanding Fee at a rate of 3% over the Bank of England's base rate from time to time.

4.4 In the event a Client's account is beyond 30 days overdue the Consultant shall be entitled to instruct a collection agent or solicitor to seek recovery of the Fee along with interest and any accrued costs incurred.

5. Refund Policy

5.1 No refund policy shall apply to the Client's purchase of the Programme, save for Clause 6.1.

6. Termination

6.1 This Agreement may be terminated by either party providing written notice in accordance with the terms of this Agreement in the following circumstances:

- a) either Party commits a material breach, and in the event that it is a breach being capable of remedy, the Party in breach fails to remedy the breach within 14 days of being notified of the breach by the other Party; or
- b) either Party commits a material breach which is incapable of being remedied.

6.2 The Consultant will be entitled to limit the Services or suspend, and/or terminate the Agreement without refund of any Fee, whether paid or remaining due and payable, if the Consultant reasonably determines that the Client is failing to follow or abide by any of the terms set out within this Agreement or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

6.3 Upon termination for any reason, the Client's access to all Services, access to any private social media accounts or groups, and any other online resources, will be removed, unless expressly agreed otherwise. The Consultant will not be liable to the Client for any claims relating to the removal of that access.

7. Confidentiality, Intellectual Property and Data Protection

7.1 In order to maximise the efficiency and results of the Programme the Client accepts that they and other Programme Participants may be encouraged to disclose personal and / or confidential information. The Consultant understands and respects the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for his/her own benefit or for the benefit of any other person or entity, the Client's personal or confidential information (collectively, "Confidential Information") that the Client may disclose to the Consultant or that may be disclosed as part of the provision of the Services to which this Agreement relates.

7.2 Confidential Information for the purposes of this Agreement excludes any information that:

- a) was already known to the Consultant prior to being provided with that information by the Client;
- b) is already accessible in the public domain;
- c) is provided to the Consultant by a third party separately from this Agreement and without any breach of the terms of this Agreement; or
- d) is produced, developed or collated by the Consultant independently of the Client and without any breach of the terms of this Agreement.

7.3 In the event information is provided to the Consultant by the Client which causes the Consultant to fear that the Client is at risk of danger to themselves or others then in such circumstances the Consultant will be permitted to disclose such information as is necessary for the protection of the Client or others.

7.4 This clause will not apply in the event the Consultant is subject to a relevant court or other form of legal or statutory order requiring disclosure by the Consultant.

7.5 By entering into this Agreement the Client hereby agrees and undertakes;

- a) not to infringe any of the Consultant's copyrights, patents, trademarks, trade secrets or other intellectual property rights;
- b) that any Confidential Information disclosed by the Consultant or another Programme participant is confidential and proprietary, and belongs solely and exclusively to the Consultant or the Programme Participant that disclosed it;
- c) not to disclose such Confidential Information to any other person or use it in any manner;
- d) that all materials, information and any data provided by the Consultant are the Consultant's confidential and proprietary intellectual property and belong solely and exclusively to the Consultant, and may only be used by the Client as expressly authorised by the Consultant; and
- e) the reproduction, distribution, and/or sale of any information or materials provided during provision of the Services or at any time thereafter by anyone but the Consultant is strictly prohibited. The Client agrees that in the event of any breach of their obligations contained in this Agreement then damages, loss or irreparable harm may arise and that in such circumstances the Consultant will be entitled to seek relief, including injunctive relief against the Client.

7.6 The Client must not use any of the materials or resources provided by the Consultant during delivery of the Programme for:

- a) any commercial purpose or benefit without first obtaining the Consultant's express written permission and relevant licence if applicable;
- b) any purposes which are unlawful, would cause harm or distress to another person or would cause damage to The Fertility Kitchen Limited or its reputation.

7.7 No recording of any of the Programme Sessions or any live webinars or video resources that are shared by the Consultant as part of the Programme is permitted without the Consultant's express consent.

7.8 In respect of the Services to be provided under this Agreement the parties agree that in relation to any information, whether confidential or not, that is shared between the Parties that they shall be individually responsible to comply with any and all relevant data protection laws and legislation.

7.9 Any information or data that is provided by the Client pursuant to this Agreement, including Confidential Information, will be maintained by the Consultant and stored, accessed and processed in accordance with

recognised data protection legislation. Full details of how the Consultant processes personal data reference should be made to the Privacy Notice displayed at the Consultant's website.

7.10 Both Parties agree to take appropriate steps to keep all information safe and secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing.

7.11 Both Parties agree to providing a copy of all information held upon receipt of a proper and reasonable data request. Any such request shall be dealt with in a reasonable time.

7.12 All documentation and information provided to the Consultant during the Programme will be retained in accordance with relevant retention guidance for a period of no less than 6 years.

7.13 The obligations set out within this Clause 7 shall survive the termination of this Agreement.

8. Liability

8.1 The Consultant has made every effort to accurately represent the Programme and the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. The Consultant makes no guarantee, representation or warranty with respect to the Services provided.

8.2 The Consultant will not be liable to the Client for any indirect, consequential or special damages.

8.3 In the event damages are incurred by the Client as a result of the Consultant's default or violation of any of the terms of this Agreement, the Consultant's entire liability under this Agreement is limited to the amount paid by the Client to the Consultant as at the time the loss is sustained.

8.4 During the term of this Agreement and at any time thereafter, the Client agrees to take no action which is intended, or would reasonably be expected, to harm the Consultant or the Consultant's reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the Consultant.

8.5 In the event a dispute arises in connection with this Agreement and the provision of the Services which is incapable of being resolved by mutual consent then the Parties agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then legal action shall be commenced.

8.6 The Parties agree that they have adequate Insurance cover to meet any liabilities that may arise in connection with this Agreement.

9. Notice

9.1 Where reference in this Agreement is made to the provision of a notice then any such notice shall be validly served if sent by email, or first-class post to the address of the other party as set out in this Agreement and shall be deemed served as follows:

- a) if sent by email, upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day;
- b) if by post, on the second business day after posting.

10. General

10.1 The failure of either Party to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

10.2 In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

10.3 This is the entire agreement between the Parties and supersedes all other negotiations, drafts, correspondence and discussions prior to the execution of this Agreement.

10.4 Every effort will be made to carry out this Agreement and provide the Services, but the Consultant shall not be liable for any delay or failure in provision of the Services should the Consultant be prevented or delayed by reason of an Act of God, Strike, War, Riots, Lock Outs, Fire, Flood, Accident, Delays in Transit, any Act or Omission of a Telecommunications officer or Third Party Supplier of Services, or any other circumstances beyond the Consultant's control. In such circumstances time of delivery of Services shall be extended until a reasonable time after the event preventing or interfering with the due execution, and under no circumstances will the Consultant be liable for any loss or damage suffered by the Client as a result thereof.

10.5 The Consultant acknowledges the importance of telecommunications to the delivery of the Programme and agrees to use all reasonable endeavours to provide reasonable contingency provisions to limit any impact

or delay which may be caused to the provision of the Services by delay or failure of Telecommunications services. Nothing in this provision will affect the application of this clause where an unexpected event occurs.

10.6 This Agreement is formed in the United Kingdom, the principal place of business for the Consultant and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of England and the laws from time to time in force.

10.7 The Client agrees that no other representations have been made by the Consultant to induce the Client into entering into this Agreement and no modification to the terms of this Agreement shall be effective unless in writing and signed by both parties.

10.8 Save as provided for in clause 8.4 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10.9 The Client acknowledges that he/she has been given sufficient time to seek legal advice prior to entering into this Agreement.

The client confirms that payment of fees indicates their full understanding and agreement with the information outlined above.

Schedule 1

Programme Details

Optimise IVF is a 6-module Programme which is designed to support the Client in optimising their nutrition and lifestyle to support IVF.

Subject to the Payment Terms being adhered to by the Client, the Programme shall be delivered by way of:

6 teaching sessions

Lifetime* access to all materials (*lifetime of the course)

Notice: all notifications regarding the availability of new modules shall be available via email.

The Programme does not include:

In-depth consultations

1-2-1 personalised nutrition support

Payment Terms

There are two payment options for this programme.

Pay in full fee of £199

2 monthly payments of £110 per month

Payment monthly is a payment plan for the entire programme and cannot be opted out of during the agreed period. If a payment is missed the amount still owed for the agreed plan is then payable immediately.

The payments are non-refundable. This Agreement is made on the date that the Initial Payment has been received in cleared funds

The additional sums attached to the payment by installment option do not represent a penalty credit sum but reflect the cost for the administrative time which the Coach is required to pay for the additional steps taken to manage payments by installment.

Invoices

The Client will receive an invoice for each payment made.