



## SERVICE AGREEMENT

THIS SERVICE AGREEMENT, effective as of \_\_\_\_\_, is made and entered into by and between \_\_\_\_\_ (the "Client") - AND - Tammy Whalen Blake of Go To Yellow (the "Company").

### BACKGROUND

The Client is of the opinion that the Company has the necessary qualifications, experience and abilities to provide services to the Client. The Company is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Service

The Client hereby agrees to engage the Company to provide the Client with services (the "Services") consisting of:

Six hours of strategy building over six weeks, 180-minute monthly Masterminding via Zoom, Diary Detox Course and weekly check-ins, access to the workbooks and guides, training workshops, set up and manage a Lunch & Learn to the community, and any other resources that are deemed suitable during the 12 month period. The company offers the following additional communication: 1:1 check-in support via WhatsApp. Company will respond to messages in a reasonable timeframe of 2 working days.

### Term

This agreement will begin upon the agreed group start date for the first session and will continue for a minimum of 12 months. It will continue to roll on a 3-month basis until Party terminates. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days notice to the other Party. Service will cease at the end of the 3-month term.

### Terms of payment

Total amount £2,040 including VAT to be paid over 12 months via Stripe subscription at £170. A set up fee of £115 is payable at the start of the agreement.

### Client participation

Client agrees to participate in the following way: participation on all calls as designed by joint agreement between Client and Company and completing activities as agreed jointly by Client and Company on the calls.

### Scheduling

The company will provide the opportunity for the Client to agree with their group on the six week strategy workshop and monthly mastermind call times. This will run every month at the same time unless agreed otherwise. Where Client seeks 1:1 Diary Detox accountability session, Client must schedule the weekly session using the available calendar for the Coach.



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## Cancellations

The mastermind sessions are non-cancellable unless all the group members are unavailable.

During the Diary Detox Accountability Check-In, it is very important Client informs the Company within a reasonable timeframe of 12 hours and reschedules promptly.

## Late arrival or no shows

If Client shows up more than 15 minutes late to the mastermind session, they will not participate. If Client shows up late but by less than 15 minutes, the scheduled session will go ahead but will not continue past the scheduled finish time. If Client does not show up at the scheduled time, Client will forfeit the service that was to be provided at that time and will not receive a refund for missing the appointment.

## Late payment

Client must pay Company pursuant to the terms. In the event payment is more than 72 hours late, the Program will be automatically terminated and no refund will be provided.

## Refund / multiple payments

Company does not offer refunds. Client agrees to pay the total amount due. If Client becomes unsatisfied with Company's services, Client is still required to pay the total due for the 12 month term.

## Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

## Intellectual property

Company reserves all ownership rights to any materials including but not limited to documents, images, audio, and video, provided to Client through Client's participation in the Program covered in this Agreement. Company provides Client with a single-user license authorising Client to use the materials for their individual purposes only. Client agrees to not share, copy, distribute, disseminate, or sell the materials for either commercial or non-commercial purposes. Client understands that claiming Company's materials as their own is a violation of intellectual property rights.



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## No Guarantees; Disclaimer

**NO GUARANTEES:** Company makes no guarantees about the results Client may obtain from working with Company. Client agrees that any statements made by Company regarding potential outcomes are opinions and are not binding on Company. Company may provide testimonials from previous clients, which are not to be relied upon to predict results in Client's specific situation. The results Client experiences will be dependent on many factors including but not limited to Client's level of personal responsibility, commitment, and abilities, in addition to those factors that Client and/or Company may not be able to anticipate.

**NOT PROFESSIONAL MEDICAL OR MENTAL HEALTH ADVICE:** At no time should any of Company's services be considered a substitute for professional medical or mental health services, nor should the service be construed as professional therapy. Company's services are not intended to treat, diagnose, cure, or prevent any disease. If at any time Client needs medical, and/or psychological treatment, it is Client's responsibility to seek it out.

**NOT LEGAL OR FINANCIAL ADVICE:** At no time should any of Company's services be considered a substitute for professional legal or financial advice. If at any time Client needs legal or financial services, it is Client's responsibility to seek it out.

**EARNINGS DISCLAIMER:** Any information provided by Company regarding wealth, abundance, income, earnings, business profits or personal financial status is for informational purposes only. Company may provide real-life examples and/or hypothetical examples of possible outcomes, which are in no way guarantees of what will occur in Client's specific situation. Financial outcomes depend on many factors including but not limited to Client's level of personal responsibility, commitment, and abilities, in addition to those factors that Client and/or Company may not be able to anticipate. Client agrees that Company is not responsible for Client's success, or lack thereof. Client's reliance on any information provided by Company is done so at Client's own risk.

## Warranties

Both Company and Client warrant that they have full authority to enter into this Agreement. Company warrants that its services will be provided by qualified people and in a competent manner in accordance with industry standards. Client warrants that it has any necessary permission, licenses, rights, and releases to lawfully execute its duties set forth in this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED.

## Whole agreement

This Agreement constitutes the entire agreement between Client and Company. This Agreement supersedes and cancels all prior or contemporaneous oral agreements and written agreements including but not limited to conversations, messages, emails, and negotiations.

## Modification / waiver

The terms of this Agreement cannot be modified, supplemented, or amended unless agreed to in writing by all parties. The waiver of a term in this Agreement shall not be considered a waiver of any other terms of this Agreement and shall not be considered a continuing waiver. In order to make the waiver binding, the party making the waiver must execute it in writing. The modification or waiver of one term of this Agreement does not affect any other term in the Agreement, regardless of its similarity.

## Severability

If any term in this Agreement is found to be void or voidable, the remaining terms of the Agreement are unaffected, and deemed to remain in full force and effect, including those terms that are similar.



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## Non-Disparagement

Both Parties agree to not take any actions, make any statements, whether oral or in writing, that negatively impact the other party's business, services, products, or reputation.

## Assignment

This Agreement shall bind both Company and Client and their respective heirs, legal representatives, successors, and assigns. Client may not assign its rights under this Agreement without express written consent from Company.

## Limited liabilities

THE AMOUNT OF LIABILITY RECOVERABLE FOR ANY CAUSE OF ACTION THAT ARISES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID FOR SERVICES OUTLINED IN THIS AGREEMENT, REGARDLESS OF WHETHER THE CAUSE OF ACTION IS BASED IN TORT, CONTRACT OR ANY OTHER THEORY OF LIABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Notices

All notices and communications required or permitted under this Agreement should be made to the Company at [tammy@theyellowmastermind.co.uk](mailto:tammy@theyellowmastermind.co.uk) and to the Client at the e-mail address provided during enrolment in the Program. Should the Client's e-mail address or contact information change at any time throughout the course of the Program, it is the Client's responsibility to provide new contact information within 72 hours of any such change

## Dispute Resolution; Costs and Fees; Applicable Law/Venue

Both Company and Client agree to make every effort to resolve disputes without the need for third-party assistance. If that cannot be done, Company and Client agree to utilise mediation in order to resolve the dispute. The mediation will either be held in Bristol, United Kingdom or through an online mediation service. Both parties must agree to the mediation service and mediator to assist in resolving the dispute. Both parties agree that their good faith participation in mediation is a condition precedent to pursuing any other available legal remedies.

Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Parties agree that the venue for any court proceedings arising out of this Agreement shall be in the United Kingdom. If Company is the successful party to the dispute resolution, Company will be entitled to costs and fees incurred in resolving or settling the dispute, in addition to any other relief to which Company may be entitled.

Signature (Client)

Clients Name

Date of signature

Signature (Company)

Companys Name

Date of signature