

Terms and Conditions

The following Terms and Conditions govern the Consultant Agreement between [_____], with a mailing address of _____ (“**Client**”) and Wendy K Laidlaw Ltd trading as HealEndometriosisNaturally.com and its affiliates, sub-contractors, or assigns, with a mailing address of 265-269 Kingston Rd, Suite L0123, Wimbledon, London, SW19 3NW, United Kingdom (“**WKLLtd**”), attached hereto and entered into effective as of the date of Client’s signature on the Consultant Agreement (“Effective Date”). Client and WKLLtd are each referred to as a “Party” and collectively as the “Parties.”

1. **ENGAGEMENT.** Client has engaged WKLLtd to provide the training coaching services (hereinafter, “**Services**”) identified in the attached Consultant Agreement.

2. **PAYMENT TERMS.** Client shall pay the amount (the “**Fee**”) agreed to in the attached Consultant Agreement within three (3) days of the Effective Date, or this Consultant Agreement shall be deemed null and void and WKLLtd shall have no obligation to provide any Services to Client. Client agrees to pay all taxes (including where applicable Value Added Tax or its equivalent from time to time), licenses, and fees levied or assessed on Client incident to the Consultant Agreement or WKLLtd’s provision of Services by any governmental agency and unemployment compensation insurance, old age benefits, social security, or any other taxes upon the wages of Client, its agents, employees, and representatives.

3. **CANCELLATION.** Client shall have three (3) days after the Effective Date to cancel the Consultant Agreement without cost, time being of the essence. Should Client exercise its right to cancel within three (3) days of the Effective Date, Client shall be entitled to a return of all amounts paid to WKLLtd, except that WKLLtd shall be entitled to retain (or recover, if Client has made no payment) two hundred pounds (£200.00) administrative fee. Client understands and agrees that Client shall have no right to cancel the Consultant Agreement or receive any refund for any reason or at any time after three (3) days following the Effective date. Client further understands and agrees that if Client should fail or refuse to avail itself of any Services it shall not be entitled to a refund of any portion of the Fee.

4. **NO INCOME CLAIMS.** Client agrees that WKLLtd has not made any promise, guarantee, or other representation with respect to Client’s future income or gains resulting from the provision of Services, and that Client has not been induced to enter the Consultant Agreement as a result of any income claims.

5. **TERM.** The Consultant Agreement shall expire upon completion of the Practitioner Coaching Program by the Client. The Client understands and agrees that

it shall have no right to receive any Services following expiration of the Consultant Agreement.

6. **INTELLECTUAL PROPERTY.** WKLLtd retains all right, title and interest in any and all intellectual property related to or associated with the Services, including without limitation: (a) patent rights such intellectual property rights; (b) any right to use or exploit any of the foregoing; and (c) any other proprietary right arising under the laws of the United Kingdom and/or any other Country. Client understands and agrees that neither the Consultant Agreement nor the provision of Services by WKLLtd shall constitute a transfer, assignment, or license of any intellectual property rights from or by WKLLtd. Client acknowledges that the content of the Services, including without limitation the materials and information provided to Client as education, is confidential and proprietary to WKLLtd; accordingly, Client agrees that it shall not communicate the teachings, materials, or information acquired or learned from WKLLtd to any other person without express prior consent from WKLLtd. Client acknowledges that communicating the content of any Services to another person without express prior consent from WKLLtd would work substantial and irreparable injury to WKLLtd and that, notwithstanding any other provision of these Terms and Conditions, WKLLtd is entitled to obtain a temporary, preliminary, or permanent injunction from any court of competent jurisdiction, as necessary to prevent such injury.

7. **INDEMNITY.** Client agrees to protect, defend, indemnify and hold harmless WKLLtd, its officers, directors, employees or their invitees, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Client’s receipt of Services or actions taken in response thereto. Client’s indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by WKLLtd. Client’s agreement to defend and indemnify WKLLtd includes, but is not limited to, any third party claim against WKLLtd that arises due to a claim that any Services provided by Client to WKLLtd, and subsequently used or published by Client infringes any valid copyright, trademark, patent, or involves the misappropriation of a trade

secret. Client's indemnity obligation also includes, but is not limited to, any claim for personal injury sustained while travelling to or attending any seminar or other in- person training provided by WKLLtd to Client.

8. NO WARRANTY. WKLLtd disclaims all warranties, express or implied, including without limitation the warranty of fitness for a particular purpose, in connection with the Consultant Agreement or the Services. Client agrees that the Services are provided without warranty of any kind or description.

9. LIMITATION OF LIABILITY. CLIENT AGREES THAT IN NO EVENT SHALL WKLLtd'S LIABILITY TO CLIENT FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT PAID BY CLIENT TO WKLLtd IN THE TWELVE MONTHS PRECEDING THE FACTS GIVING RISE TO ANY CLAIM BY CLIENT. CLIENT WAIVES ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

10. FORCE MAJEURE. Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither WKLLtd nor Client shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either Party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither WKLLtd nor Client shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

11. CONFIDENTIALITY. The Parties shall hold the Consultant Agreement and these Terms and Conditions confidential, and shall only disclose the same as required by law.

12. INDEPENDENT CONTRACTOR. WKLLtd shall be deemed an independent contractor with respect to any and all Services. It is the express understanding and intention of the Parties that no relationship of master and servant or principal and agent shall exist between WKLLtd and the employees, agents, or representatives of Client or between Client and the employees, agents, or representatives of WKLLtd, by virtue of this Agreement.

13. NON SOLICITATION. For a period of one (1) year from the date of the termination or cancellation of the Consultant Agreement, Client will not in any manner solicit, induce or encourage, or cause any other party to solicit, induce or encourage any employees of WKLLtd to terminate their

employment with WKLLtd. Client will not hire, employ, or otherwise retain any person formerly employed by WKLLtd unless that person had ceased to be an employee of WKLLtd for at least six (6) calendar months.

14. ARBITRATION. Any claim or grievance of any kind, nature or description that Client has against WKLLtd, including, but not limited to, economic losses, personal injury, or property damage, shall be resolved exclusively in final and binding arbitration in England and Scotland, United Kingdom. Client agrees not to file suit against WKLLtd, any of its affiliates, subsidiaries, officers, directors, or employees. The arbitration will take place before a single arbitrator (hereafter, "Arbitrator") agreed upon by Client and WKLLtd. In the event that Client and WKLLtd are unable to reach an agreement on an Arbitrator, Client and WKLLtd will each select an arbitrator, and the two of them will select an Arbitrator, residing in Scotland, United Kingdom, who will arbitrate the dispute. The arbitrators selected by Client and WKLLtd will have no further involvement in the arbitration. The Party initiating arbitration will do so by submitting a written demand for arbitration to the other Party. The receiving Party must respond within 14 days by providing the claimant a list of proposed arbitrators. Within seven (7) days thereafter, Client and WKLLtd must either agree upon an Arbitrator, or each select an arbitrator for the purpose of appointing the Arbitrator. The dispute will be subject to rules of arbitration as determined by the Arbitrator. The prevailing party in any arbitration proceeding shall be entitled to receive from the losing party all reasonable costs and expenses of arbitration, including legal and filing fees, as determined by the Arbitrator and subject to the Arbitrator's discretion. The decision of the Arbitrator will be final and binding on the Parties and may be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate survives any termination or expiration of the Consultant Agreement. Nothing in these Terms and Conditions prevents WKLLtd from applying to and obtaining from any court having jurisdiction a writ of arrestment, attachment, interdict (interim and/or final) a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect WKLLtd's interest prior to, during, or following the filing of any arbitration or other proceeding. Any claim must be brought in arbitration within one (3) calendar months from when the claim arises. By accepting this Agreement, you agree that no other limitations period applies.

15. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of Scotland, United Kingdom without regard to any choice of law provisions.

16. ENTIRE AGREEMENT. The Consultant Agreement and these Terms and Conditions represent the entire agreement between the Parties and supersede any other written or oral agreement between the Parties. In the event that the terms of this Consultant Agreement conflict with or are contrary to the term of any other agreement between the

Parties, the terms of this Consultant Agreement shall control.

17. **BINDING AGREEMENT.** Client acknowledges that the Consultant Agreement and these Terms and Conditions are binding on the Parties and the signatory hereto is authorised to bind Client to the obligations set forth herein. Client acknowledges it has been provided an opportunity to take independent legal advice and/or consult with counsel of Client's choice concerning these Terms and Conditions.

18. **AMENDMENTS.** The Consultant Agreement and these Terms and Conditions shall not be amended except in writing signed by both Parties.

19. **NO WAIVER.** No waiver by either Party of any of the Terms and Conditions or provisions of the Consultant Agreement shall be effective unless the waiver is in writing and signed by an authorised representative of both Parties.

20. **NOTICE.** Any notice required under this Consultant Agreement to be given to WKLLtd shall be in writing, addressed as follows:

Wendy K Laidlaw Ltd

265-269 Kingston Rd, Suite L0123,

Wimbledon

London

SW19 3NW

United Kingdom

E-mail: Wendy@HealEndometriosisNaturally.com

21. **SEVERANCE.** In the event any provision of the Consultant Agreement or these Terms and Conditions is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Consultant Agreement and these Terms and Conditions, as so modified, shall continue in full force and effect. Further if any provision of this Agreement shall to any extent be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby and each of the provisions of this Agreement shall be valid legal and enforceable to the fullness extent permitted by law.

22. **NO ASSIGNMENT.** The Consultant Agreement cannot be assigned by Client to another Party without the express written consent of WKLLtd.

Print _____

Date: _____

CLIENT

Name _____

Print _____

Date: _____

Wendy K Laidlaw Ltd

Name _____