



Find Your Lightbulb Ltd

Mentoring and IconicShift Support Contract

AN AGREEMENT made on the day of [month/year]

BETWEEN [Client] incorporated and registered in [jurisdiction] with company number whose registered office is at (hereinafter called the Client or you) on the one part; and

Find Your Lightbulb Ltd registered in England and Wales with company number 7038424 (-VAT # 980 4177 07), whose registered office is at Castle Court 2, Castlegate way, Dudley West Midlands, DY1 4RH (herein after called the Company or we or us) on the other part;

and hereinafter together referred to as the Parties.

WITNESSETH that the client hereby engages the company to supply mentoring and IconicShift support services as detailed in the schedules.

Fees: As specified in the Schedules

Terms; 30 days from date of invoice

For the Client

For the Company

Date:

Date:

Terms and Conditions

1. Services and Termination

1.1 We are engaged by you to provide mentoring and IconicShift support services to your business.

1.2 The services are described in the Schedules.

1.3 We invoice from the 1st day of the month in which the first session is scheduled. After the completion of each session we will offer 3 dates for the next session, each date will be within 6 to 8 weeks of the previous session. Should you not be able to agree to any of these dates we will use reasonable endeavours to find an alternative mutually acceptable date for the next session.

1.4 This contract may be terminated by either party giving the other one month's prior notice in writing

2. Status and limitation of liability

You acknowledge and agree that:

2.1 any mentoring, coaching or advice provided by us (or any person representing us (including our employees or contractors) is intended for business use only;

2.2 you are responsible for decisions made or actions taken to implement such mentoring, coaching or advice in your business;

2.3 this Agreement does not constitute or imply any employment, partnership, joint venture, agency, fiduciary relationship or other relationship between you or us other than as expressly provided;

2.4 to the maximum extent permitted by law, (i) any implied terms and warranties are excluded; (ii) the aggregate liability of either party arising out of or related to the services provided under this Agreement, whether in contract, tort or otherwise shall not exceed the amounts actually paid by you under this Agreement during the Provision of the services; and (iii) neither party shall have any liability to each other for any lost profits, loss of use, costs of procurement of substitute programme, including changes to or cancellation of meetings, or any indirect, special, incidental, punitive or consequential damages, however caused, whether in contract, tort or under any theory of liability, and whether or not you or we have been advised of the possibility of such damage;

2.5 except for actions for breach of intellectual property rights (clause 3) or confidentiality (clause 4), no action (regardless of form) arising

out of this Agreement may be commenced by either party more than one year after the cause of action accrued; and

2.6 nothing in this Agreement shall be taken to exclude any liability of either party for death or personal injury caused by its negligence or any fraudulent misrepresentation.

3. Intellectual property rights

3.1 "Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3.2 The Company Intellectual Property, to include all IconicShift material and all proprietary business design and strategic insight material used in the mentoring, whether presented before, during or after a mentoring session or workshop, is and shall be vested solely and exclusively in the Company and the Client acknowledges and agrees that it is not granted any licence of or rights in the Company Intellectual Property and that it will not, at any time, to do anything that would infringe Company intellectual property rights, including recording, reusing, reselling or reproducing in whole or in part any Workshop, except without the Company's prior consent.

3.3 The Client Intellectual Property is and shall be solely and exclusively owned by, the Client and the Company acknowledges and agrees that it is not granted any licence of or rights in the Client Intellectual Property and that it will not, at any time, to do anything that would infringe Client intellectual property rights.

4. Confidential information

4.1 "Confidential Information" means trade secrets or other technical or commercially sensitive information belonging to either the Client or the Company and its/their officers, shareholders, customers, clients or suppliers in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) and whether or not marked "confidential", providing that the foregoing shall not apply to information widely known outside of the Client or the Company (as the case may be) or which has been publicly available or disseminated, save (in either case) through the default of the other party or any director, officer, or employee thereof or consultant or advisor thereto . By way of illustration only, without limitation, the following may be confidential information:

research and development; Inventions; information relating to the business, products, affairs and finances of the Company or the Client, formulae and formulations; methods of treatment, processing, manufacture or production, process and production controls including quality controls; plans, strategies and tactics; suppliers and their production and delivery capabilities; identity and contact details of clients, customers and details of their particular requirements; Connections; costings, profit margins, discounts, rebates and other financial information; marketing strategies and tactics; current activities and current and future plans relating to all or any of development, production or sales including the timing of all or any such matters; the development of new products and services and/or new lines of business; production or design secrets; technical design, data or specifications of products or services; machinery and equipment design, development and maintenance; information about employees including their particular areas of expertise and terms of employment; remuneration and benefit strategies for employees; and career path and appraisal details of employees.

4.2. Each party agrees that it will:

4.2.(i) treat the Confidential Information of the other party disclosed to it as being strictly private and confidential, and shall take all reasonable precautions so as to maintain its status as such;

4.2.(ii). use and apply such Confidential Information solely for the purposes of the Mentoring Sessions and Mentoring Services and for applying the advice and guidance received from the Company to the improvement of the Client's business and achievement of its objectives ;

4.2.(iii). not directly or indirectly use or disclose any of the Confidential Information disclosed to it except in accordance with the terms of this agreement.

4.3 each party receiving Confidential Information of the other agrees:

4.3.(i). to limit the disclosure of Confidential Information disclosed to it to such of its officers, employees and professional advisers to whom disclosure is strictly necessary for the purposes of or in connection with Mentoring Services;

4.3.(ii) to ensure that such officers, employees and professional advisers are bound by obligations in respect of the Confidential Information equivalent to those set out in this agreement and to ensure that such officers, employees and professional advisers are aware of their obligations with regard to the Confidential Information; and

4.3.(iii) to use reasonable endeavors to ensure that such officers, employees and professional advisers abide by such obligations.

4.4 For the avoidance of doubt, the Company does not and will not hold or store any financial information about the Client, however, we may hold personal information (including your name, email address and company details) to (i) provide the Programme and Workshops or (ii) provide details of our other services to you or (iii) to complete internal administration related to you.

5. Insurance

Throughout the term of this Agreement both parties shall secure and maintain insurance in respect of their respective liabilities and obligations hereunder.

6. General

6.1 This Agreement is not enforceable by any third party (whether under statute or otherwise).

6.2 Each party is responsible for its legal and other costs in relation to this Agreement.

6.3 Any notices under this Agreement shall be via e-mail or in writing to the registered address or the email address of the other of the other party. The respective email addresses are;

(a) for the Company; Mike@findyourlightbulb.com

(b) for the Client;

Any change of email address by one party must be notified to the other in writing.

6.4 Variations to this Agreement will have effect when agreed in writing by the parties.

6.5 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

6.6 Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

6.7 This Agreement is the entire agreement between the parties in relation to its subject. No other terms apply.

6.8 This Agreement is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England

ICONIC *Shift*TM Mentoring Service

Schedule A: description of services

Our Intellectual Property (IP)

All of our services make use of IconicShift IP. IconicShift is a set of tools and principles that helps people design, build, run and promote an iconic business. An iconic business stands out from the crowd as a symbol of excellence in its industry and is often seen as a game changer.

Iconic businesses create value through lower customer acquisition costs and greater customer loyalty, they attract more business partners and have an ability to premium price. Perhaps more important than any of these though is the creation of a culture which promotes commitment, creativity, engagement and a business architecture that is inherently agile and innovative. This allows rapid and powerful responses to opportunities and problems alike.

IconicShift is a teachable and coachable business architecture created between 2010 and 2012 and continuously enhanced since then.

It is based primarily on Mike Harris's experience of building successful companies including two, billion-dollar game changing business in FinTech – First Direct, the world's first telephone bank, and Egg, the world's first internet bank. In addition, the architecture benefits from insights and contributions from team members. Such contributions include: professional communication and pitching skills, professional teaching skills, professional production of teaching materials, neuro-science insights into leadership behaviour and incorporation of antifragility. The IconicShift team has worked in-depth with around 30 businesses in the last five years, Elements of the architecture have also been used by hundreds of other businesses who have attended workshops and seminars

The entire architecture is a proprietary way of thinking about investment, strategy, planning, leadership, business models, innovation, branding, culture and communication. The core principles are simplicity, agility, smart risks, ease of use and the creation of businesses that leadership teams and employees are proud of and which customers love.

In addition to the specific IconicShift material we make use of strategic and business insights gained through our previous experience and our understanding of today's business and technology environment.

The Mentoring Subscription Service

The monthly fee of £1500 or £2500 per month¹ includes:

- One **mentoring session** (a “mentoring session”), of 2 hours (at £1500 a month) or 4 hours (at £2500 a month) every 6-8 weeks with the first such session at a date to be agreed
 - Location in Central London or Skype as agreed
 - Additional mentoring sessions may be requested by you and if we are willing to deliver such a session us we will quote a fee based on your requirements
- Response to email enquiries in between sessions subject to:
 - A maximum of 2 person-hours per month spent by us in formulating a response
 - At our sole discretion we may offer a phone conversation to deal with an enquiry/problem. We may terminate a phone call at our discretion and deal with the topic at the next mentoring session
- Introductions to people we know who might be useful to your business
- A discounted rate on IconicShift workshops which you request, and we agree to deliver (These are described in Schedule B)

A **mentoring session** comprises a conversation and discussion between us and the relevant executive(s) of the Client.

Your requirements for a mentoring session will be solicited by us a few days ahead and normally deal with questions like:

- Can you help me with applying specific aspects of the IconicShift architecture to my business
- Can you help me think through these issues?
 - Problems
 - Choices
- Can you review my strategic priorities and our progress in achieving them?
- What do you think about this investment proposal?
- Can you help me create a pitch?

¹ Excluding VAT and expenses

- If you were me what else would you be doing/thinking about?

We will design a mentoring session with the objective of meeting the needs and issues you have specified. The IconicShift IP has modules designed to deal with most business needs (including all of those specified above) and we will use this IP as appropriate during the session. Our High-Performance Coaching module (which is a skill we have, not one we seek to transfer to you) allows us to support you in almost any issue or challenge you are dealing with including those which emerge during the session and have not been notified to us in advance. We also use our general business experience and insight to offer advice and guidance during a session.

The resources available to us in providing mentoring services are shown in Schedule C – the Find Your Lightbulb Team. We will use between 1 and 3 people with appropriate expertise in delivering a mentoring session.

We may use any of our directors and/or our associates in helping us design a mentoring session, in providing any follow up information requested during a session and in helping us to respond to an email enquiry. All resources we use are bound by the Confidentiality and Intellectual Property protections in this agreement.

Schedule B: Optional workshops

The following standard workshops may be requested by you at the price specified later in this schedule

- A 2 day **strategy and planning workshop** which works well when a team first comes together in a new venture and is also appropriate for larger companies (growth or mature) who are changing strategy (eg post an investment or deal) and/or needing to bed in a new leadership team and/or are looking for faster growth . This workshop gets excellent results as long as the CEO buys into the underpinning philosophy of IconicShift. Topics covered are:
 - Deciding how you want to spend the next 3-5 years and why – creating what sort of business, achieving what sort of results
 - Ensuring the leadership team is aligned and excited by what is being created
 - Looking at brand, customer experience, culture and innovation in a completely different way – a relentless search for perfection amongst these four inter-linked elements can lead to an *Iconic Brand* and significant economic benefit
 - Looking at the gaps (vs the strategic goals) in the current business: its performance, competitive positioning, customer insight, business model, capabilities, resources, organization structure and thinking
 - Creating a one-year road map which provides focus and accountabilities for the leadership team and becomes a key tool for monitoring and managing progress
 - Creating the story which explains the strategy succinctly and powerfully
- A one-day **quarterly strategy review**
 - Review of progress
 - Look at new opportunities/initiatives/challenges which have emerged during the year
 - Re-assess the gaps in the current business architecture
 - Re-assess strategic goals (3-5-year horizon)
 - Set goals and accountabilities for the coming quarter
 - At the end of the financial year: create the road map for the next 12 months
- A half day practical **innovation workshop** using 3 separate IconicShift idea generation processes and an IconicShift idea assessment and sorting process (can be used by Corporates or Growth companies)

- **Perfect Pitch** (one day or half day depending on number of attendees) – how to pitch an idea or a business in less than 2 minutes so everyone gets it
- **Pitching to investors** (one day or half day depending on number of attendees) – how to pitch an idea or a business to investors through presentation and written plans
- A half day **High Performance Leadership workshop** –covering the principles and tools of getting results in challenging circumstances (particularly appropriate at venture level for first time CEOs but effective for most leadership roles)

At least two members of the IconicShift team (which may include associates) will be involved in leading a workshop.

Pricing for all workshops on application

Bespoke Workshops

It is possible to design a bespoke workshop or series of workshops tailored to your specific requirements, based on IconicShift IP.

The price for delivering such workshops is the same as in the table above. There may however be a preparation/development cost for the workshop

Having understood your requirements we will quote a fixed price for development and preparation

All prices exclude VAT and expenses

Schedule C: our team

Directors

Mike Harris, creator of 3 billion-pound iconic businesses, including the world's first telephone bank (Firstdirect) and the world's first serious Internet bank (Egg), Often described as the "Father of UK Fintech". co- creator of IconicShift architecture.

Matt Harris, background in journalism and PR, currently a freelance business writer, expert in written communication and creation and documentation of business plans and co-creator of IconicShift architecture

Sue Harris, trained as a speech and language therapist and teacher, expert in verbal communication (highest rated leader of Perfect Pitch module) ; co-creator of IconicShift architecture

Associates

We maintain relationships with a number of associates who have received extensive training in the use of IconicShift in their own businesses. The expertise available is:

- The transformation of banking and insurance (conventional and Islamic) in the age of FinTech
- Funding and exit
- Affordable legal advice for SMEs
- "Next generation" digital marketing
- Usable customer insight
- Branding and design
- The psychology of leadership

We may use any associate with appropriate expertise in supporting our work for you.

Note that associates can undertake project work outside the scope of this contract. Any such project work would be by direct arrangement with them and not through Find Your Lightbulb Ltd. We can help you to choose, shape , define and monitor progress on such projects within the terms of a mentoring contract