

MASTERMIND MEMBERSHIP AGREEMENT

Congratulations on your application to join a GYDA Mastermind. We are here to help you Grow Your Digital Agency, and we can only do that with your full participation and commitment. This membership agreement (**Agreement**) sets out what you can expect from us, what we expect from you, and how your GYDA Mastermind membership works.

Some definitions

- When used in this Agreement, these terms shall have the following meanings:

Chair means a member of the GYDA team who leads a group.

coaching means one-to-one coaching for you with a Chair.

Data Protection Provisions means the terms set out at Annex B to this Agreement.

group means a group of members who participate in meetings together on a regular basis.

level means the level of your membership defining the scope of GYDA offerings available for you, as set out in Annex A.

Mastermind means a peer group of members who share experience, expertise and wisdom.

materials means the written and audio-visual materials made available to you by us during meetings and via our online members' portal and Slack group, and by email.

meeting means any meeting or event organised by us (face to face or online), including but not limited to mastermind days, coaching sessions, Q&A sessions, masterclasses, round tables, strategy workshops, conferences and traction check-in sessions.

member means any GYDA Mastermind member.

membership means your status as a member of a GYDA Mastermind, at the relevant level.

membership fee means the fee payable by you in consideration of your membership, as set out in Annex A.

we, GYDA means GYDA Ltd, a company registered in England with registered number 02606555 and address 1 The High Street, Woolley, Bath, Bath and North East Somerset BA1 8AR, and **our** and **us** shall be construed accordingly.

you means

and **your** shall be construed accordingly.

GYDA's responsibilities to you

- When we receive your application to become a member, we shall consider which Mastermind group is most suitable for you, and invite the existing members of that group to assess your application for membership. Due to the collaborative and trust-based nature of our groups, we

allow existing group members the right to veto new potential members if they feel that there will be a conflict of interests, or if they have a pre-existing personal relationship with you that could make it difficult for you both to participate actively in the group.

3. We will notify you within 7 days of whether your application for membership has been approved. If it has, we will invite you to pay your first instalment of the membership fee in accordance with clause 17, and your membership will begin on the date we receive that first payment.
4. When you become a member, we will provide you with access to the activities and services set out in Annex A for your membership level.
5. We warrant that we will provide an appropriately skilled and experienced Chair for each group. The Chair will organise and facilitate meetings, moderate discussions and provide coaching in line with the description of these events applicable to your membership level in Annex A.
6. The warranty in clause 5 is our sole warranty to you, and we hereby exclude any other warranties that might be implied into this Agreement, such as any warranty related to satisfactory quality or fitness for purpose of meetings or materials. Given the nature of GYDA, and our mastermind offering, you agree that this exclusion is reasonable.
7. We will provide a physical venue for each face to face meeting, with breakfast, lunch, tea and coffee (taking account of any dietary preferences you've advised us of), and appropriate facilities for online meetings.

Your commitments to the group (Code of Conduct)

8. To ensure each member gets the most out of their membership, and that each member feels safe engaging fully in the group, there are certain commitments that all members are required to make to the group, and certain behaviours that we do not accept. Failure to honour these commitments, or demonstrating prohibited behaviours, may lead to sanctions as further described in clause 11 below.
9. The commitments we expect from you are:
 - a. To respect the confidential and potentially sensitive nature of information shared with you by other members ('Chatham House Rule') in line with clause 27
 - b. To be aware that things you share with the group might have implications for them, and others they know, and be sensitive to this possibility
 - c. To attend at least 80% of scheduled Mastermind meetings and (where relevant) traction sessions each year, for the full allotted time
 - d. To be prepared and on time for meetings and coaching sessions
 - e. To complete the check-in form ahead of meetings
 - f. To participate fully in meetings, being 'in the room' and focussed, minimising distractions (like phone, social media and email)
 - g. To use your reasonable efforts to deliver on commitments you make during a meeting, within the timescales you've agreed with other group members

- h. To report on your agreed KPIs and strategy during meetings, give honest feedback about how your business (and you) are doing, and share performance figures where appropriate
 - i. To respond promptly to reasonable requests for assistance or input from other members of your group (inside and outside of meetings)
 - j. Not to make unreasonable requests of your fellow members
 - k. To use your right of veto on new members fairly, and only exercise the veto where there is a genuine conflict of interest or personal relationship issue, such as the new member being a direct competitor of yours, party to a failed personal relationship of yours, or your previous or current counterparty in a legal dispute
 - l. If you have used your right of veto to reject a potential new member, you commit to extend your membership to a date 12 months from the date of the veto, as set out in clause 18.
10. The following behaviours are not permitted between members:
- a. Bullying, harassment, and any threatening, offensive, lewd, lascivious, racist, sexist or otherwise objectionable comments or behaviour, whether in respect of a protected characteristic or otherwise
 - b. Sharing confidential information or using intellectual property of other members other than as expressly permitted by the disclosing member
 - c. Direct selling or pitching without invitation

Dealing with problems

11. If you believe a member has behaved contrary to the code of conduct, you may report it to your Chair. If they agree that the code of conduct has been breached, the Chair may, at their sole discretion:
- a. approach the breaching member directly and attempt to resolve the issue (we will keep a confidential record of such discussions in the event of any recurrence of the issue); and/or
 - b. if the issue is due to poor attendance or persistent lateness, the Chair may invite all members of the group to vote (anonymously) to retain or eject the breaching member, where:
 - i. the breaching member shall be entitled to communicate to the group by Slack or email to give reasons for the breach and request the right to stay; and
 - ii. voting shall be decided on a simple majority, with the Chair having a casting vote; and/or
 - c. eject the breaching member from the group and terminate their membership. All outstanding installments of the membership fee will then immediately fall due and payable.
12. If your Chair or another member believes that you have behaved contrary to the code of conduct, the process set out in clause 11 shall apply to you, and you agree to participate in

such process in good faith, and to abide by the decision of the group under clause 11.b, or the decision of the Chair under clause 11.c.

13. Each member of your group shall be considered a third party beneficiary of this Agreement between you and GYDA under the Contracts (Rights of Third Parties) Act 1999 in respect of your obligations under clauses 10.a and 10.b. This means that if you breach those obligations, any member who suffers harm as a result of your breach shall be entitled to bring a claim against you directly under the terms of this Agreement.
14. If you are unable to attend a meeting or coaching session (remembering your commitment under clause 9.d above), you must notify your Chair as soon as possible, and ideally at least 48 hours before the scheduled event. We will do our best to reschedule coaching sessions where you've given us at least 48 hours notice, but are unable to do so otherwise.
15. If your Chair is unable to attend a meeting or coaching session, GYDA will provide an alternative if possible. Otherwise, we will reschedule the event and advise you of the new date and time.
16. If you are unhappy with the services you receive through your membership, you may report this to your Chair. They will attempt to resolve the issue, but if they are unable to, or if it is the Chair's performance that you're unhappy with, you or they may escalate your complaint to a GYDA director.

Fees and payment

17. When your GYDA membership is approved, you will be required to make your first of 12 monthly instalments of the membership fee plus the relevant amount of VAT if applicable. Be aware that membership is on an annual basis, albeit paid in 12 monthly installments – if you choose to stop participating in your GYDA events before the end of the year, you will still remain liable for the balance of the membership fee.
18. If you do not wish your membership to continue for a further year, you must notify us in writing at least 30 days before the anniversary of your membership commencement. Otherwise, your membership shall automatically renew for a further 12-month period from the anniversary date. If you have exercised your veto to reject another potential member at some point in the last year, your membership will automatically be extended to a date 12 months from the date of your veto.
19. Payments are due at regular monthly intervals and late payments will accrue interest and late payment charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, which you will be liable to pay in addition to the membership fee.
20. If you are more than 30 days late in paying any membership fee instalment, we may in our discretion terminate your membership. If we do so, you will be liable to pay the balance of the membership fee (plus interest and late payment charges) within 30 days of such termination.

Quality commitments and limits and exclusions on our liability

21. We want you to be delighted with your GYDA experience. If you believe that any element of your membership has not met the expectations we set in this Agreement or our website, please tell us as soon as possible after your membership begins (and in any event within thirty days of

your first meeting). We will be pleased to work with you and your Chair to address any areas where you feel the membership has fallen short of your expectations.

22. While we use all reasonable endeavors to ensure the accuracy and relevance of the materials we provide in the course of your membership, and input provided during meetings, due to the complex nature of business and some of the subject matter areas covered, they should not be relied upon as legal or financial advice.
23. Neither we nor any member shall be liable for any loss resulting from actions you may take or refrain from taking as a result of information, opinions or views shared with you in the material or during meetings, or for any loss incurred as a result of relying on them, whether such loss was reasonably foreseeable or actually foreseen. Each other member shall have the benefit of the exclusions of liability set out in this clause 23 in terms of the Contracts (Rights of Third Parties) Act 1999.
24. Except in the event of death or personal injury caused by our negligence, or any other cause for which we may not exclude or liability by law (for which our liability shall be unlimited), our entire liability under this Agreement shall be limited to 200% of the membership fee.

Intellectual property rights, data protection and confidentiality

25. We are the owners or licensees of the copyright and all other intellectual property rights in the materials, including any that we might adapt or create at your request or suggestion.
26. On payment of the membership fee, you are granted a perpetual licence to use the materials in your business, including making copies and sharing them with colleagues and third parties, provided that all such copies are unaltered and you do not remove or edit any copyright notices or our branding from them without our prior written consent. You may make full use of models, processes and tools described in the materials or shared with you in meetings, and may share them with others inside and outside of your business, provided you acknowledge GYDA (or, as appropriate, the relevant third party) as being the creator of such models, processes and tools.
27. In the course of your membership, you and other members (in each case, the **discloser**) may share information about your business or personal affairs that the discloser considers to be confidential (**confidential information**). Both you and we agree to keep the discloser's confidential information secret and to use it only for the purpose of supporting the discloser and holding them accountable during the course of their membership. You shall notify us and the other members who are present at the time of disclosure if you consider your information to be confidential. Information that was in the public domain prior to your disclosure to us, or of which we or another member were already aware without any obligation of confidentiality, shall not be considered your confidential information. No party shall be in breach of this provision for disclosing confidential information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the original discloser as much prior notice of such disclosure as is reasonably practicable and permitted by law.

28. Notwithstanding the confidentiality requirements that all group members will have accepted, be aware that we cannot take responsibility for any breach of your confidentiality by another group member.
29. In the course of your membership, you may share personal information with us. We will take care of this personal information as set out in the Data Protection Provisions.

Entire agreement and dispute resolution

30. This Agreement together with its Annexes constitutes the entire agreement between you and us.
31. If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, you and we agree that the remaining provisions shall remain valid and enforceable. No waiver by either party of any term of this Agreement shall constitute a waiver of that term in any other case. No single or partial exercise of any power or right by either party shall preclude any other or further exercise of that power or right. Except as expressly provided in clauses 13 and 23, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, but this does not affect any right or remedy that such third party may have without reference to the Contracts (Rights of Third Parties) Act 1999.
32. In the event of any dispute arising in connection with this Agreement (other than in respect of your late payment of any installment of membership fees) that you and we are not able to resolve between ourselves, we will both attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. If mediation is not successful in resolving any dispute, the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement. The laws of England shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorised representatives as set forth below:

Signed for and on behalf of us

Signature:

Name:

Title: Director

Signed for and on behalf of you

Signature:

Name:

Title:

A Membership Options

A.1 Lite

Lite-touch Mastermind essentials help you run a better agency. Online meetings with the GYDA team and your peers - plus exclusive growth resources.

- Round Tables every month
- Expert-led Masterclasses or Q&As every month
- Templates, Worksheets, Downloads and member Exclusive Resources
- 'members Only' Slack group
- Annual conference

Membership Fee: £1,788 + VAT per year, in 12 monthly installments of £149 + VAT

A.2 Online

The full Mastermind experience, online via Zoom. Support, accountability and insight from like-minded agency leaders to create impact in your agency.

- Everything in LITE, plus;
- 4 X 1-2-1 coaching sessions
- 6 X Mastermind days online

Membership Fee: £2,988 + VAT per year, in 12 monthly installments of £249 + VAT

A.3 Live

The complete Mastermind experience, live. Cohorts across the world*. Face-to-face support, accountability and insight from like-minded agency leaders.

- Everything in LITE, plus;
- 4 X 1-2-1 coaching sessions
- 3 X Mastermind days (live cohorts across Europe and more planned)
- 1 X Strategy Workshop (1.5 days)
- 4 X Traction check-in sessions (online)

Membership Fee: £4,188 + VAT per year, in 12 monthly installments of £349 + VAT

A.4 Elite

The full Mastermind experience for agencies with teams of 50+. Face-to-face support, accountability and insight from others facing similar challenges.

- Everything in LITE, plus;
- 4 X 1-2-1 coaching sessions
- 3 X Mastermind days live (sessions rotate between London, Prague, Berlin)
- 1 X Strategy Workshop (1.5 days)
- 4 X Traction check-in sessions (online)

Membership Fee: £6,000 + VAT per year, in 12 monthly instalments of £500 + VAT

B Data Protection Provisions

This Annex B sets out your and our obligations in respect of Personal Data (as defined below).

B.1 When used in this Agreement, these terms shall have the following meanings:

Data Processing and Retention Policy means our policy for the processing and retention of Personal Data in connection with this Agreement, which will be made available to you upon request, as updated by us from time to time.

Data Protection Legislation means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 2018, the UK GDPR, the General Data Protection Regulation 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms Personal Data, Data Controller, Data Processor and process (in the context of usage of Personal Data) shall have the meanings given to them in the Data Protection Legislation.

B.2 Our data protection obligations

In the course of fulfilling our obligations under this Agreement, we may receive Personal Data. Where we receive Personal Data as a Data Controller, we shall comply with Data Protection Legislation. Where we receive Personal Data as a Data Processor, we shall:

- a) act solely on your instructions in relation to the processing of that Personal Data. In the event that a legal requirement prevents us from complying with such instructions we shall, unless such legal requirement prohibits us from doing so, inform you of the relevant legal requirement before carrying out the relevant processing activities;
- b) at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of our staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. We shall, save where prohibited by law and as soon as reasonably practical, notify you of any legal obligation which requires us to disclose the Personal Data to a third party;
- c) not transfer the Personal Data outside of the United Kingdom or the European Economic Area (as such term is commonly understood) or to any third party without your written consent;
- d) send you any communications received from individuals in relation to their Personal Data that has been shared with us by you, as soon as reasonably practicable. We shall provide reasonable co-operation to you in relation to any individuals exercising their rights under the Data Protection Legislation;
- e) take reasonable steps to ensure the confidentiality, integrity, availability and resilience of processing systems and services associated with the processing of Personal Data;

- f) co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement (including any such facilities, premises or equipment used by staff and / or sub-contractors) as you may reasonably require to enable you to monitor our compliance with the obligations in this Agreement;
- g) notify you of any Personal Data Breach and assist you with any investigation into and remediation of a Personal Data Breach. We shall also provide you with reasonable assistance with any notifications made to relevant authorities and / or individuals in relation to a Personal Data Breach;
- h) not subcontract any of our obligations under this Agreement regarding the processing of Personal Data to a third party (a Sub-Processor) without your prior written consent of the other party. We shall be liable for the acts and omissions of the Sub-Processor as if they were our acts or omissions and we shall ensure that there is a written contract executed between us and the Sub-Processor that contains equivalent protections for the Personal Data as are set out in this Agreement; and
- i) immediately cease processing the Personal Data and immediately supply any Personal Data to you or delete the Personal Data in accordance with your instructions.

B.3 Material Breach

Any breach by us of paragraph B.2 shall be deemed to be a material breach of this Agreement.

In the event that you have any basis for a good faith belief that we may not be in compliance with these undertakings and/or requirements, you shall advise us in writing of your good faith belief and we shall cooperate fully with any and all enquiries undertaken by you or on your behalf in connection therewith, including by making available our relevant personnel and supporting documents if reasonably deemed necessary by you.

B.4 Data Processing and Retention Policy

We shall comply with our Data Processing and Retention Policy (as amended and notified to you from time to time).

Within this policy, we shall maintain and keep up to date a list detailing the location of all your data (including Personal Data) together with details of any third party sub-contractors or third parties with whom we have shared any of your data.