

Strategy One Terms & Conditions

This Agreement (“Agreement”) is made and entered into between the Client (“you” or “your”) and Strategy One Ltd. (“us,” “we,” “our”, “Strategy One”), and is effective as of the date of your initial payment. In consideration of the promises, and of the mutual covenants and conditions contained herein, the parties agree to the following terms and conditions:

1. Terms and Conditions

- a. In the event that you are engaging Strategy One Ltd as a company, any individual acting on your behalf irrevocably guarantees all terms, conditions, obligations, and payments due pursuant to this Agreement.
- b. For the avoidance of doubt, an individual shall be deemed to be acting on your behalf if they are an employee, agent, or third party who purchases, engages with, or utilises our services using your company’s information. You and your authorised representative agree that you have voluntarily entered into these Terms and Conditions.
- c. Strategy One Ltd provides business-to-business (B2B) outsourced marketing and outbound sales services, with a primary focus on cold calling. The Agreement is structured to apply comprehensively across all service offerings. Where specific terms relate to particular services, they will be clearly identified.
- d. This Agreement constitutes the entire understanding between Strategy One Ltd and the Client for all services rendered. It supersedes and replaces any previous contracts, agreements, communications, or representations, whether written or oral, relating to the subject matter herein.
- e. No variation or modification to these Terms and Conditions shall be effective unless agreed in writing and signed by both parties.

2. Payments

- a. Unless otherwise agreed in writing, services provided by Strategy One Ltd operate under a retainer-based model. Each Client agrees to pay a fixed monthly retainer, which reflects the scope, complexity, and requirements of the specific project or services rendered. This amount will be communicated explicitly to the Client during the sales process and will be clearly stated.
- b. Payments are required on a monthly basis in accordance with the retainer model. By engaging our services, the Client agrees to remit payment in the form of a standing order, to be set up upon entering into this agreement. The standing order ensures timely, automatic monthly payments, relieving the need for monthly invoicing.
- c. For simplicity and continuity, Strategy One Ltd does not issue monthly invoices for the retainer amount unless otherwise specified in writing. The Client is

responsible for ensuring that the standing order remains active and correctly configured to prevent any interruption in payment.

The Client is solely responsible for maintaining the standing order and bears full liability for any missed payments due to inadequate funds, administrative errors, or other issues outside Strategy One Ltd's control. In the event of a missed payment, Strategy One Ltd reserves the right to suspend services until payment is fully remitted. Reinstatement of services may incur additional administrative fees as well as charges for the interim period.

- d. All prices for services are exclusive of VAT, which will be added at the prevailing rate as per applicable laws. Any additional taxes, duties, or fees arising from this agreement shall be borne by the Client and are payable in addition to the agreed retainer.
- e. Retainer fees may be subject to adjustment if the scope or requirements of the services change. Any increase or modification to the retainer fee will be communicated to the Client in writing, with at least 30 days' notice before the change takes effect.

The retainer amount may be reviewed annually to reflect changes in operational costs, inflation, or market standards. Any adjustments will be applied at the start of the next billing cycle following written notice to the Client.

3. Late or Failed Payments

- a. The Client acknowledges that timely payment of the monthly retainer and any additional fees is essential to the provision of services by Strategy One Ltd. Failure to maintain the standing order, insufficient funds, or any other issues leading to missed payments constitute a breach of this agreement.
- b. If a payment is not received within 7 days of the due date, Strategy One Ltd will issue a written notice to the Client regarding the missed payment. Should the overdue balance remain unpaid after 14 days following notice, Strategy One Ltd reserves the right to suspend services until all outstanding amounts, including any fees, are paid in full. Such suspension does not relieve the Client of the obligation to pay any outstanding amounts.
- c. If payment remains overdue for 30 days or more, Strategy One Ltd reserves the right to initiate recovery procedures. These procedures may include, but are not limited to:
 - i. Engaging a third-party collection agency to recover the debt.
 - ii. Commencing legal proceedings for debt recovery, for which the Client will be responsible for all associated costs, including solicitor fees, court costs, and any other expenses incurred during the recovery process.
 - iii. The Client agrees that once debt recovery actions are initiated, they will be liable for the full overdue amount, any accrued interest, late fees, and all recovery-related expenses.
- d. Strategy One Ltd reserves the right to terminate this agreement due to persistent non-payment, defined as more than two consecutive missed payments or repeated late payments. Termination for non-payment does not absolve the

Client of liability for outstanding amounts, including services rendered up to the date of termination, accrued interest, late fees, and recovery costs.

- e. In cases where services have been suspended due to non-payment, the Client may request reinstatement once all outstanding amounts have been settled. Strategy One Ltd reserves the right to require a reinstatement fee and/or adjust payment terms as a condition of resuming services, including requesting an upfront payment or an increased retainer.
- f. Failure by Strategy One Ltd to immediately enforce any part of this section does not waive its right to enforce payment obligations at any time. The Client acknowledges that Strategy One Ltd will take all necessary actions to recover payments owed and that compliance with the payment terms is a fundamental condition of the provision of services.

4. Limitation of Liability

- a. Strategy One Ltd commits to providing marketing services, strategies, and business growth recommendations to support the Client's objectives. However, the Client acknowledges that marketing outcomes and business growth are inherently uncertain and influenced by a wide range of external factors beyond Strategy One Ltd's control. Accordingly, Strategy One Ltd makes no guarantees, express or implied, regarding the success, profitability, or achievement of any specific results from its services.
- b. To the fullest extent permitted by law, Strategy One Ltd shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, losses, or costs incurred by the Client arising from:
 - i. Advertising campaigns, strategies, or business recommendations implemented as part of our services, including but not limited to loss of revenue, loss of data, reputational damage, or any financial losses resulting from market or operational changes.
 - ii. Client decisions based on Strategy One Ltd's recommendations or guidance.
 - iii. Variations in audience response, engagement, conversion rates, or any other market-based factor affecting campaign performance.
- c. Strategy One Ltd may utilise third-party advertising platforms, analytic tools, and other software to deliver its services. These tools and platforms are managed and operated by third parties, and Strategy One Ltd assumes no responsibility for any interruptions, malfunctions, data losses, or other issues arising from third-party platforms. The Client acknowledges that any issues stemming from third-party systems are outside the control of Strategy One Ltd.
- d. The Client remains fully responsible for compliance with all applicable laws, regulations, and industry standards, including advertising standards, consumer protection laws, and data privacy requirements. Strategy One Ltd shall not be liable for any penalties, claims, or damages arising from the Client's failure to comply with such obligations.

- e. The Client agrees to indemnify and hold harmless Strategy One Ltd, its officers, directors, employees, agents, and affiliates from any claims, damages, liabilities, and expenses (including reasonable solicitor fees) arising out of or related to:
 - i. The Client's use of Strategy One Ltd's services, strategies, or advice.
 - ii. Any claim made by a third party due to or arising out of the Client's conduct, including alleged violation of third-party rights, applicable laws, or contractual obligations.
- f. In no event shall Strategy One Ltd's total liability for any claims, damages, or losses arising from or in connection with this agreement exceed the total amount paid by the Client to Strategy One Ltd for services during the 3 month period immediately prior to the event giving rise to such liability. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.
- g. Strategy One Ltd shall not be liable for any failure or delay in performance of its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, changes in law, strikes, technical failures, or any other unforeseen events that may impact service delivery.
- h. The Client acknowledges that the limitations and exclusions of liability set forth in this section are fundamental to the agreement between the Client and Strategy One Ltd. Any waiver or modification of these limitations will only be effective if provided in writing by an authorised representative of Strategy One Ltd.

5. Intellectual Property

Marketing and Sales Materials

- a. Strategy One Ltd retains ownership of all materials created as part of its marketing and outbound sales services, including but not limited to:
 - i. Marketing materials: Graphics, ad copy, content, campaign assets, social media posts, advertisements, and templates.
 - ii. Outbound sales materials: Call scripts, email templates, LinkedIn messages, sales outreach documents, and other prospecting resources.
- b. Unless explicitly agreed otherwise in writing, Strategy One Ltd grants the Client a limited, revocable licence to use these materials solely for the agreed marketing and sales purposes during the period of engagement. This licence is non-exclusive and non-transferable and automatically terminates upon cessation of services.
- c. Upon termination of services, Strategy One Ltd retains the right to continue using any scripts, templates, emails, or other sales and marketing assets created for the Client. The Client also has the right to use these materials after the agreement ends, provided they have paid all agreed fees in full.
Client-Owned Data & Lists
- d. Any prospect or lead lists generated by Strategy One Ltd during the engagement shall become the property of the Client only upon full payment of all agreed fees.

- e. If any outstanding payments remain, Strategy One Ltd reserves the right to withhold access to prospect lists and data until full payment is received.
Access to Third-Party Platforms
- f. Upon termination or suspension of services for any reason, Strategy One Ltd reserves the right to deactivate or discontinue all marketing and sales channels under its control, including advertisements, social media accounts, email campaigns, CRM access, and other digital assets hosted on third-party platforms.
- g. Any advertising accounts, email outreach systems, or sales tools managed by Strategy One Ltd on behalf of the Client will be turned off unless otherwise agreed in writing
- h. The Client acknowledges that these platforms operate under their own terms and policies, and Strategy One Ltd assumes no liability for any restrictions, interruptions, or changes imposed by third-party providers.
Restrictions on Use
- i. The Client agrees not to modify, reproduce, publish, distribute, or create derivative works based on any of Strategy One Ltd's materials without express written permission. Unauthorised use, reproduction, or redistribution of materials from either the marketing or sales services may result in legal action and immediate termination of the Client's licence to use these materials.
Data Usage & Analysis
- j. Notwithstanding anything to the contrary, Strategy One Ltd shall have the right to collect and analyse data relating to the provision, use, and performance of its services. Strategy One Ltd may:
 - i. Use such data to improve and enhance its services, develop new offerings, and refine processes.
 - ii. Disclose such data in aggregate or de-identified form for business and analytical purposes.

6. Client Obligations

To ensure the effectiveness of Strategy One Ltd's services, the Client agrees to meet the following obligations, as applicable to both marketing and outsourced sales services.

Provision of Materials & Access:

- a. The Client agrees to provide all necessary content, brand assets, logos, access credentials, prospect lists, and any other materials requested by Strategy One Ltd in a timely manner to prevent delays in the execution of marketing and sales campaigns.
- b. For marketing services, this includes but is not limited to access to social media accounts, advertising platforms, and website analytics.
- c. For sales services, this includes access to prospect databases, email platforms/accounts, calendar and booking links and any necessary sales scripts or compliance guidelines.
- d. The Client shall grant Strategy One Ltd the required access and permissions to relevant platforms necessary to manage campaigns effectively. This includes:

- i. Social media accounts and ad management platforms for marketing where necessary.
 - ii. Email systems, LinkedIn accounts, and any CRM tools for outbound sales activities where necessary.
- e. The Client is responsible for ensuring that Strategy One Ltd has consistent, secure access to these accounts for the duration of the engagement.
- f. The Client agrees to review and approve all drafts, revisions, call scripts, prospect outreach messaging, and proposed changes within a reasonable timeframe.
- g. Delays in providing feedback may impact the timeline and effectiveness of campaigns, for which Strategy One Ltd is not liable.
- h. The Client remains responsible for ensuring that all provided materials, prospect data, and the intended use of marketing and sales campaigns comply with applicable laws, industry standards, and advertising or telemarketing regulations.
- i. Strategy One Ltd assumes no liability for non-compliance based on Client-provided materials, data, or directives.
- j. The Client shall inform Strategy One Ltd of any significant changes to their brand, target audience, sales strategy, or marketing objectives that may impact the agreed-upon approach.
- k. Any necessary adjustments may require additional fees or modifications to the service timeline.
- l. The Client agrees to maintain open and timely communication with Strategy One Ltd throughout the service period, addressing any questions, concerns, or required clarifications as they arise.
- m. The Client acknowledges that while Strategy One Ltd provides marketing services, the Client is solely responsible for any decisions made as a result of these services. Strategy One Ltd is not liable for the outcomes of Client decisions based on recommendations or guidance provided.
- n. The Client agrees to pay all fees as outlined in the agreement promptly, understanding that non-payment may result in suspension or termination of services.

7. Service Termination and Cancellation

Minimum Commitment Period

- a. All Clients enter into a minimum 3-month commitment, regardless of the specific service received. After this period, services will continue at the agreed price unless the Client submits a cancellation request.
- b. The service does not automatically end after 3 months, it must be formally cancelled by the Client to stop.
- c. The Client is responsible for paying all invoices unless the service is cancelled in accordance with the terms outlined below.
- d. If the Client wishes to cancel before completing the initial 3-month commitment, they remain liable for the full 3-month payment, and all late payment terms will apply.

Termination of Marketing and Sales Services

- e. Clients may terminate services after the initial commitment period by providing a minimum of 14 days' written notice before their next billing date.
- f. If a Client cancels at least 14 days before the next payment date, services will continue until the end of the current billing period, with no further charges.
- g. If a Client cancels with less than 14 days' notice before their next renewal date, they will be billed for the following month and services will continue for that additional month before termination.
- h. The Client acknowledges that all retainer fees remain payable in full during the notice period, even if they elect to discontinue or scale down services. Strategy One Ltd will continue fulfilling services during this time.
- i. If the Client originally agreed to a minimum service term in exchange for discounts or incentives, the 14-day notice period will only commence after the agreed minimum term has ended.
- j. Early termination within the minimum term requires full payment for the committed period, and any discounts or incentives applied for committing to the term will be voided if cancelled early.

General Provisions for Termination and Cancellation

- k. Strategy One Ltd reserves the right to terminate this agreement immediately if the Client fails to comply with any material obligation, including timely payment of fees or adherence to service terms. In such cases, the Client remains liable for all fees owed up to the date of termination and for any minimum commitment period stipulated in their agreement.
- l. Upon termination of services, all licences granted to the Client under this agreement will immediately expire. Strategy One Ltd will deactivate or disable any marketing channels, campaigns, or accounts managed on behalf of the Client and discontinue access to coaching resources. The Client will no longer have access to any proprietary materials, content, or platforms provided by Strategy One Ltd.
- m. Following termination, Strategy One Ltd will issue a final invoice reflecting any outstanding fees, back-charges, or penalties due under this agreement. The Client agrees to remit all outstanding payments within 14 days of receiving the final invoice. Unpaid amounts will be subject to the late payment terms and any associated recovery procedures as outlined in this agreement.
- n. All payments made to Strategy One Ltd, including retainers, coaching fees, and other service charges, are non-refundable unless otherwise agreed in writing. The Client acknowledges that fees paid are for securing access to services and resources, not for guaranteeing specific results, and therefore are non-refundable.
- o. Termination of services does not release the Client from obligations relating to confidentiality, intellectual property, and any other provisions of this agreement intended to survive beyond the termination date.

8. Governing Law

- a. This Agreement is governed by the laws of the United Kingdom and both you and Strategy One irrevocably submit to the exclusive jurisdiction of the legal courts in London, England. In the event legal action is brought to enforce any of these T&C's of this Agreement, or to recover damages for a breach thereof, any legal action shall be filed in this area. This agreement shall be construed in a fair and objective manner and not strictly for or against either party. For the avoidance of doubt, this Agreement replaces any earlier agreements, representations or discussions. If anything in these T&C's are inconsistent with our previous correspondence, this takes precedence.

9. Entire Agreement and Non-Waiver

- a. Entire Agreement
This Terms and Conditions document constitutes the entire agreement between Strategy One Ltd and the Client, superseding all prior or contemporaneous understandings, representations, negotiations, and agreements, whether written or oral, relating to the subject matter herein. No modifications to this agreement shall be binding unless in writing and agreed by both parties.
- b. Non-Waiver
The failure of Strategy One Ltd to enforce any provision of these Terms and Conditions shall not constitute a waiver of its right to enforce such provision or any other provision at any time. Any waiver of a provision by Strategy One Ltd shall be valid only if expressly made in writing.

10. Authority and Capacity to Contract

- a. The Client represents and warrants that they possess the legal authority and capacity to enter into this agreement, either on their own behalf or as a duly authorised representative of the business or entity they represent. The Client agrees that they shall be bound by all obligations herein, and that this representation is a material condition of the agreement.

11. Declaration of Acceptance and Agreement to Terms and Conditions

By entering into services with Strategy One Ltd, the Client acknowledges that they have read, understood, and agreed to the Terms and Conditions set forth by Strategy One Ltd.

The Client understands that this agreement shall remain in effect until formally terminated in accordance with the cancellation terms specified.