



5. Proprietary Rights. Each party shall retain all right, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use set out in Section 2 ("Purpose") above.

6. Injunctive Relief. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information would cause irreparable harm to the Discloser for which a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

7.Independent Development. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/ or selling any product or service that is developed without use of the Confidential Information.

8.No Warranty. All confidential information is provided "as is". Neither party makes any representation or warranty, express, implied or otherwise, regarding the accuracy, completeness, fitness for a particular purpose or non-infringement of the confidential information.

9.General. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither party shall assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the other party's prior written consent. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of both parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving party. If any provision of this Agreement shall be held, for any reason, to be illegal, invalid or nonenforceable, the remaining provisions shall nonetheless be legal, valid and enforceable. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to be subject to the jurisdiction of the English courts.

Acceptance

FIN2FIT Teacher Print Name:

FIN2FIT Teacher Signature:

Date:

FIN2FIT Director Print Name:

FIN2FIT Director Signature:

Date: