



Discovery Training Pty Ltd

Terms of Business

1. SCOPE OF SERVICES

Discovery Training P/L will provide to the client, being the person requiring the services and for whom the services are being rendered, the consulting services described in the Quotation or Scope of Work as agreed by the client.

2. SKILL AND CARE

In providing the services Discovery Training P/L will exercise the degree of skill, care and diligence normally exercised by professional consultants performing services of a similar nature.

3. CHANGE OF SCOPE OF SERVICES

The services described in the accompanying documents are based on facts known to the Company at the time of preparation of those documents including information supplied by the client. Subsequent information may indicate that the scope of timing of the services must be redefined or the client may request changes to the scope or timing of the services. If there is a change in the scope, order or timing of the services, Discovery Training P/L will be entitled to amend the price by an amount reasonable in the circumstances. Discovery Training P/L will provide the client with an amended scope of work and schedule for the provision of the services and an amended price each of which will be deemed to have been approved by the client if not objected to within ten (10) business days after receipt by the client.

4. FEES

The client must pay the Discovery Training P/L the fee and the reimbursable expenses (together called **"the price"**) as set out in the accompanying documents. A mark-up of 10% will be applied to the total cost of all reimbursable expenses to cover the cost to Discovery Training P/L of finance, administration and coordination. Reimbursable expenses include, but are not limited to, travel and accommodation, equipment use/hire, communications, computer usage and fees charged by other professional consultants as part of the agreement. The price may be subject to periodic rise subject to rising costs. Unless otherwise stated, the price is exclusive of Goods and Services Tax.

5. TERMS OF PAYMENT

The client must pay all amounts invoiced within 30 days after the date of the invoice. Any amount not paid within 7 days of this period will attract a fee equivalent to the reference or indicator rates used by Discovery Training P/L's principal banker plus 6% per annum. Payments received will be applied firstly against any interest owing under this clause and secondly against the outstanding invoice amount. Invoices may be rendered monthly for services performed in the preceding month, and when the services have been completed.

6. DELAYS AND CHANGES IN THE LAW

If events beyond the control of the client or Discovery Training P/L result in delay to any schedule agreed for the provision of the services, that schedule will be amended to the extent necessary to compensate for the delay. Discovery Training P/L will be entitled to an extension of time for providing the services equal to the delay. Discovery Training P/L may adjust the price to reflect any increase in costs or loss incurred as a result of the delay unless the delay is

caused by Discovery Training P/L. If after the date of engagement of Discovery Training P/L under these Terms of Business there is any change to laws, licenses, permits, approvals or statutory authorities relevant to the services and that change directly or indirectly increases the costs of performing the services or results in any loss being incurred by Discovery Training P/L, then the price shall be increased accordingly.

7. TERMINATION/SUSPENSION

The client may terminate the services of Discovery Training P/L if it is in substantial breach of its obligations relating to the services and that breach has not been remedied within 30 days after receipt of a written notice from the client identifying the breach and requiring it to be remedied. On termination by the client, the client shall pay Discovery Training P/L all invoice and interest amounts outstanding at the date of termination, the price for all services rendered up to the date of termination, and the amount of all expenses incurred and commitments made in relation to the services. Discovery Training P/L may suspend or terminate its obligations relating to the services:

- if any money payable to Discovery Training P/L has been outstanding for more than 30 days from the date of invoice; or
- if the client is in substantial breach of any of its obligations relating to the services which has not been remedied within 30 days after receipt of a written notice from Discovery Training P/L identifying the breach and requiring it to be remedied.

8. THE LIMIT FOR MAKING CLAIMS

Discovery Training P/L, its servants, agents and sub-consultants, shall be deemed to have been discharged from all liability whatsoever in respect to the services, whether under the law of contract, tort or otherwise, at the expiration of one (1) year from the completion of services, unless otherwise provided in the accompanying documents. The client (and persons claiming through or under the client) shall not be entitled to commence any action or claim whatsoever against Discovery Training P/L, its servants, agents or sub-consultants, in respect of the services after that date. For the purposes of this clause, Discovery Training P/L contracts on its own behalf and on behalf of its servants, agents and sub-consultants.

9. LIMITATION OF LIABILITY

The liability of Discovery Training P/L, its servants, agents and sub-consultants to the client arising out of the performance or non-performance of the services, whether under the law of contract, tort or otherwise, shall be limited to:

- the cost of supplying the services again, or
- paying the cost of having the services supplied again

The maximum liability of Discovery Training P/L, its servants, agents or sub-consultants, to the client arising out of the performance or non-performance of the services, whether under the law of contract, tort or otherwise, shall be the price actually paid by the client in respect of the services up to a maximum of \$10,000, unless otherwise provided in the accompanying documents. For the purposes of this clause,

Discovery Training P/L contracts on its own behalf and on behalf of its servants, agents and sub-consultants. The client acknowledges and agrees that neither Discovery Training P/L, nor its servants, agents or sub-consultants, will be liable under the law of contract, tort or otherwise for any damages caused by agents external to its control. Discovery Training P/L does not give any warranty nor accept any liability in relation to the performance or non-performance of the services except to the extent, if any, required by the law or specifically provided for in these Terms of Business or the accompanying documents. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law excluded. Nothing in these Terms of Business shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Business of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State or Territorial Legislation which by law cannot be excluded, restricted or modified. Notwithstanding, and without limiting the provisions of this clause and clause 8, the client acknowledges and agrees that no servant, agent or sub-consultant of Discovery Training P/L will have any separate or individual liability to the client. The client will indemnify and hold Discovery Training P/L harmless against all claims, costs and demands by third parties in respect of the services.

10. INTELLECTUAL PROPERTY RIGHTS

The client retains exclusive ownership of all unique intellectual documentation. However, if information is readily available or common to other industries, Discovery Training P/L retains copyright and all other intellectual property rights of the policies and procedures, reports and other documents and concepts provided by Discovery Training P/L as part of or in connection with the services. The client shall retain the right to use the policies and procedures, reports and other documents provided by Discovery Training P/L in connection with the services for the purpose for which those policies and procedures, reports and other documents are prepared. The client shall not use or make copies of those policies and procedures, reports or other documents for any purpose other than that for which they were originally prepared.

11. CONFIDENTIALITY

Discovery Training P/L gives an assurance that any confidential information or services and methodologies unique to the client's business practices, fiscal position and/or operations, learned either directly or incidentally whilst undertaking its work, will remain confidential. The exception will be if, after raising a concern with the client, the client continues to ignore potentially dangerous practice, Discovery Training P/L reserves the right to bring the matter to the appropriate authorities.

12. RE-USE OF DOCUMENTS

If without Discovery Training P/L's approval, the client:

- re-uses for any purpose other than that for which originally prepared; or
- makes any alteration to;

any policies and procedures, reports and other documents, any aforementioned liability becomes null and void, and the client assumes all risk associated with the policies and procedures, reports and other documents. In which case the client will indemnify Discovery Training P/L and hold Discovery Training P/L harmless against any claim made against Discovery Training P/L and all expense incurred by Discovery Training P/L, including legal expense on a full indemnity basis arising out of any such re-use or alteration.

13. RETURN OF DOCUMENTS

The use of documents conferred upon the client pursuant to this clause will terminate upon:

- Failure of the client to make any payment under these Terms of Business on the due date; and
- the termination of the agreement for the provision of services by Discovery Training P/L

and, upon request by Discovery Training P/L, the client will then return to Discovery Training P/L all documents, in any format, provided by Discovery Training P/L as part or in connection with the services, together with all copies or duplicates made by the client. Under the aforementioned conditions, the client must undertake not to use any documentation supplied by Discovery Training P/L.

14. NO ASSIGNMENT

The client may not transfer, sublet or assign any of its rights or obligations under these Terms of Business without prior written consent of Discovery Training P/L. Discovery Training P/L may engage another consultant to assist it in a specialist area. Discovery Training P/L will not require the client's consent where it is paying for the fees and costs of such consultant. If however Discovery Training P/L is of the view that the cost of the consultant should be a disbursement to the account of the client then it will be required to first obtain the client's consent to such engagement.

15. INSURANCE

Discovery Training P/L will maintain insurance coverage for professional indemnity, public liability, motor vehicle and workers compensation in amounts in accordance with legal requirements and Discovery Training P/L's own business requirements. Certificates evidencing such insurance coverage will be provided to the client on request.

16. DISPUTES

If Discovery Training P/L and the client are unable to resolve any dispute, then it must be referred for mediation by an appropriate agency depending on the nature of the dispute. Unless otherwise agreed between Discovery Training P/L and the client, the mediation will be conducted through the Australian Commercial Disputes Centre or any other agreed mediation organisation in accordance with its principles and practices at that time. If the dispute has not been resolved in this manner within one (1) month after first being identified as a dispute to be referred to mediation, then Discovery Training P/L and the client may exercise any of their legal rights.

17. GOODS AND SERVICES TAX (GST)

The client acknowledges that all services carried out by Discovery Training P/L and all reimbursable expenses charged by Discovery Training P/L to the client, will be subject to GST.

18. AMENDMENT OF TERMS OF BUSINESS

These Terms of Business may be amended only in writing signed by an authorised representative of Discovery Training P/L and the client. These Terms of Business and the accompanying documents set out the whole of the agreement of the provision of services. Client's purchase order or other terms and conditions are incorporated in and made a part of these Terms of Business only to the extent of specifying the nature, quantity or objectives of the services, and then only to the extent that such description is consistent with these Terms of Business and the accompanying documents. No other terms or conditions shall be binding upon Discovery Training P/L unless accepted in writing.