

## TERMS APPLICABLE TO OUR AGREEMENT

'We' or 'us' means Executive Interview Coaching Pty Ltd ABN 92 627 808 137 and 'you' means the entity to whom we are supplying Services.

### 1. PROVISION OF SERVICES

1.1 We will provide the Services with reasonable care and skill and in a diligent and professional manner.

### 2. FEES PAYABLE TO US

2.1 Fees are payable before commencement of the delivery of the Services and are not refundable unless we breach this agreement. If you wish to cancel the Services before delivery, we may, but are not obliged to, refund a percentage of the fees paid.

### 3. YOUR OBLIGATIONS

3.1 As the Services will be provided via electronic means (Zoom, MS Teams or other), you will need to have appropriate technology to receive online delivery of the Services and materials. While we have antiviral and malware protection systems, we cannot guarantee that communications may not be interrupted, intercepted or otherwise interfered with, and you must take your own appropriate precautions in relation to such risks.

### 4. INTELLECTUAL PROPERTY

4.1 We retain the rights to all intellectual property in all materials that we provide to you (**Supplied Materials**). We grant you a licence to use Supplied Materials solely for the purposes for which they are supplied. You must not duplicate, sell or license Supplied Materials to others.

### 5. TERM AND TERMINATION

5.1 A party may terminate this agreement immediately, by notice in writing to the other, if:

- (a) the other commits a breach of these terms and fails or refuses to rectify or remedy that breach within 5 business days of receiving a notice specifying that breach requesting that it be rectified; or
- (b) the other is or becomes or appears likely to become insolvent.

### 6. CONFIDENTIAL INFORMATION

6.1 A party may not, and will ensure that its personnel will not, without the written approval of the disclosing party:

- (a) disclose to anyone other than its employees who need to know; or
- (b) use, for any purpose other than fulfilling its obligations under this agreement, any confidential information received from the disclosing party. Confidential information includes all information disclosed by one party to another.

### 7. LIABILITY

7.1 Subject to any mandatory law or consumer guarantee that cannot be excluded, all other conditions or warranties that may be implied by common law or statute are excluded and the liability of us, our officers, employees, consultants and contractors (all, **our parties**) to you in respect of all causes of action whether pursuant to contract, in tort, statute or otherwise howsoever arising in connection with the Services is limited to the value of fees paid to us for the Services (**limitation sum**). You release us from all claims arising in connection with the Services to the extent that our liability in respect of those claims would exceed the limitation sum.

7.2 Our parties will not be liable for consequential losses whether arising as lost opportunity, loss of profit, economic loss, loss of production or other losses whatsoever and howsoever incurred by you in relation to our provision of the Services.

7.3 if we are prevented from performing the Services for any reason beyond our reasonable control (force majeure), then we will have no liability to perform the Services while the force majeure continues.

### 8. GENERAL

8.1 Neither party may assign its rights under this agreement without the written consent of the other.

8.2 This agreement is governed by the laws of Victoria, Australia.

8.3 This agreement constitutes the entire agreement between the parties and is the sole basis upon which we will provide the Services. Use of our Services constitutes your acceptance of these terms.

8.4 If we cannot resolve any the dispute through good faith discussions, the dispute will be referred to mediation by a mediator agreed by the parties or nominated by the President of the Law Institute of Victoria. The mediator will provide the rules of the mediation. Each party must comply with directions given by the mediator.

8.5 Each party will act in good faith in their performance of this agreement.

*The above terms are agreed:*

.....  
*(your name and ABN)*

.....  
*(your authorised signatory)*