

1. BINDING TERMS

- 1.1 These Terms and Conditions are entered into between Business Leaderz and the Customer. They govern Business Leaderz's supply of the Services to the Customer.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions, the following definitions apply:

Business Leaderz means Business Leaderz Group Pty Limited as trustee for the Business Leaderz Group Trust.

Business Day means a day on which banks in Sydney, Australia are open for general banking business, excluding Saturdays and Sundays.

Confidential Information means any non-public information, or financial or business information, relating to the other Party.

Customer means the customer specified in the Purchase Order.

Deposit means the amount payable by the Customer to Business Leaderz for reservation on the Services waitlist, as specified in the Purchase Order.

Fees means the amounts payable by the Customer to Business Leaderz for the Services, as specified in the Purchase Order.

Intellectual Property means all intellectual property rights (whether existing in statute, at common law or in equity), including all copyright, know-how, trade secrets, trade marks, business names, inventions, patents, design rights, and all allied, similar and associated rights, whether registered or unregistered, registrable or unregistrable, and all applications for any of the foregoing rights.

Parties means Business Leaderz and the Customer, and **Party** means either one of them.

Purchase Order means the purchase order in respect of the Services, whether signed by the Parties or agreed to by the Customer via email or Business Leaderz' website.

Resolution Institute means the Resolution Institute of Level 1 and 2, 13-15 Bridge Street, Sydney, NSW 2000, Australia.

Service means the services described in the Purchase Order.

Start Date means the start date specified in the Purchase Order.

Term means term for the Services as specified in the Purchase Order.

- 2.2 In these Terms and Conditions, the following rules of interpretation apply:

- a. References to **persons** include natural persons, companies and any other body corporates (wherever incorporated) and unincorporated bodies (wherever formed).
- b. References to **clauses** are to those in these Terms and Conditions.
- c. References to the words **including**, **include** or similar words are not to be construed as implying any limitation and are deemed to have the words **without limitation** following them.
- d. References to **written** or **in writing** shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email).

3. TERM

- 3.1 These Terms and Conditions come into effect on the Start Date and will continue in force for the Term, subject to clause 3.2 and any early termination under clause 11.

- 3.2 Unless either Party notifies the other in writing at least 10 Business Days before expiry of the Term that it does not wish to extend the Term or sign a new Purchase Order, these Terms and Conditions will continue beyond the Term on a monthly rolling basis until either Party gives the other not less than 20 Business Days written notice of termination.

4. THE SERVICES

- 4.1 Business Leaderz will provide the Services to the Customer

during the Term on a non-exclusive basis and subject to these Terms and Conditions.

- 4.2 The Customer agrees to receive and use the Services in accordance with these Terms and Conditions, the operating procedures notified by Business Leaderz from time to time and all applicable laws.

- 4.3 Business Leaderz shall be permitted (at its sole discretion) to subcontract any person to provide all or any part of the Services, provided that the entry by Business Leaderz into a subcontract will not relieve Business Leaderz from liability for the performance of any of its obligations under these Terms and Conditions.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer will, in respect of the Services:

- a. attend the session times reserved for them with Business Leaderz and, where any rescheduling or cancellation of their regular session is required, they will provide as much advance written notice as possible to Business Leaderz; and
- b. perform all actions or tasks set for them by Business Leaderz between sessions and advise Business Leaderz, as early as possible prior to the next session, if such actions or tasks are not going to be completed.

6. FEES

- 6.1 Business Leaderz will provide monthly invoices to the Customer for all Fees due.

- 6.2 The Customer will pay the Fees to Business Leaderz:

- a. in Australian dollars unless the Purchase Order specifies a different currency, and in either case at the prevailing exchange rate at the date of transfer;
- b. in cleared and immediately available funds on or before the 20th day of each month;
- c. into the bank account specified in writing by Business Leaderz; and
- d. free and clear of any restriction, condition, set-off, deduction or withholding.

- 6.3 If the Customer is put on a wait list for Services, the Customer will pay the Deposit. The Customer's place on the waiting list is not considered fully reserved unless and until the Deposit is paid.

- 6.4 All Fees are exclusive of all taxes and levies (unless otherwise stated).

7. INTELLECTUAL PROPERTY

- 7.1 The Parties agree that Business Leaderz owns all Intellectual Property arising in connection with the Services and any improvements, enhancements, modifications or adaptations to the same.

- 7.2 The Customer agrees to take all actions as may be reasonably required by Business Leaderz to perfect or enforce Business Leaderz's title to the Intellectual Property under clause 7.1, which shall include executing and delivering any document required in order to perfect or enforce such title.

- 7.3 This clause 7 shall survive termination of these Terms and Conditions.

8. CONFIDENTIALITY

- 8.1 Except as permitted by clause 8.2, neither Party will disclose the other Party's Confidential Information to any person, or use such Confidential Information for any purpose, other than to perform its obligations under these Terms and Conditions.

- 8.2 Notwithstanding clause 8.1, either Party may disclose any of the other Party's Confidential Information with the other Party's prior written consent or if and to the extent that disclosure is required by law.

- 8.3 This clause 8 shall survive termination of these Terms and Conditions.

9. WARRANTIES

- 9.1 Each Party warrants and represents that it has full power and authority to enter into and perform its obligations under these Terms and Conditions and that the entry into and performance of these Terms and Conditions does not constitute a breach of any law or obligation.
- 9.2 To the maximum extent permitted by law, all other warranties and representations (whether express or implied) are hereby excluded by Business Leaderz, and Business Leaderz gives no warranty or representation regarding the quality, availability or performance of the Services, or its fitness for the Customer's purposes or requirements.

10. LIABILITY

- 10.1 Business Leaderz's maximum aggregate liability under these Terms and Conditions, whether arising in contract, tort (including negligence) or otherwise, is limited to an amount equal to the Fees paid by the Customer in respect of the period of three months prior to the liability arising.
- 10.2 Neither Party will be liable to the other Party for any indirect, consequential or special loss or damage, loss of revenue, economic loss or damage or loss of goodwill.
- 10.3 This clause 10 shall survive termination of these Terms and Conditions.

11. TERMINATION

- 11.1 Either Party may terminate these Terms and Conditions at any time by giving the other Party at least 20 Business Days prior written notice.
- 11.2 Either Party may terminate these Terms and Conditions immediately by written notice to the other Party if:
- the other Party commits a material breach of these Terms and Conditions and fails to remedy that breach within 10 Business Days of being required to do so in writing; or
 - the other Party is subject to insolvency or any receivership, administration or liquidation.
- 11.3 On and following termination or expiry of these Terms and Conditions, the Customer must pay all Fees due prior to termination, and will not be entitled to any refund of any prepaid Fees.

12. DISPUTE RESOLUTION

- 12.1 If there is a dispute between the Parties in relation to these Terms and Conditions remains unresolved for more than 20 Business Days:
- either Party may, by notice to the other Party, refer the dispute to mediation in accordance with the Resolution Institute's standard mediation agreement; and
 - following such referral to mediation, neither Party may commence court proceedings in relation to the dispute until the mediation procedure is complete, provided that nothing in this clause shall affect a Party's right to seek interlocutory and/or injunctive relief.

13. NOTICES

- 13.1 All notices and communications to be given under these Terms and Conditions must be in writing and shall be deemed to have been received:
- at the time of delivery, if delivered by hand;
 - 3 Business Days after the date of mailing, if sent by ordinary post within Australia;
 - 10 Business Days after the date of mailing, if posted or delivered overseas; and
 - if sent by email, on the date and time at which it enters the recipient's information system, as evidenced (if required by the recipient) in a confirmation of delivery report from the sender's information system which indicates that the email was sent to the email address of the recipient.
- 13.2 Any notice or communication received or deemed received after

5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

14. GENERAL

- 14.1 These Terms and Conditions, together with the Purchase Order, constitute the entire agreement of the Parties relating to the matters dealt with in them and supersede and extinguish any previous agreement (whether oral or written) between the Parties in relation to such matters.
- 14.2 These Terms and Conditions may not be amended or varied in any way unless such amendment or variation is made in writing and signed by each Party.
- 14.3 The Customer may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under these Terms and Conditions without the prior written consent of Business Leaderz.
- 14.4 The rights and remedies set out in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies provided by these Terms and Conditions, whether at law or in equity.
- 14.5 If any provision of these Terms and Conditions becomes invalid or unenforceable, the remainder of these Terms and Conditions will remain valid and enforceable to the fullest extent permitted by law.
- 14.6 No Party will be deemed to have waived any right under these Terms and Conditions unless the waiver is in writing and signed by that Party.
- 14.7 The Purchase Order may be executed and delivered in any number of counterparts, including by way of electronic transmission where a Party signs a counterpart and sends it as a PDF to the other Party by email. All such counterparts, when taken together, shall constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to bear the date of the Purchase Order.
- 14.8 These Terms and Conditions will be governed by and construed in accordance with laws of New South Wales and the Commonwealth of Australia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales for any matter arising under or relating to these Terms and Conditions.