

Sentis Australia Pty Ltd – Terms and Conditions of Trade

The following are Sentis Australia Pty Ltd terms and conditions of trade (“Trading Terms”). These Trading Terms superseded any and all previous trading terms issued by Sentis. These Terms and Conditions will apply to all transactions between the supplier (“Sentis/ we/us”) Sentis Australia Pty Ltd ABN 70 120 643 003 and the customer (“you/ client”).

Unless subject to an alternative supply agreement or terms or contract agreed and signed by Sentis and the client:

- The Sentis Trading Terms take precedence over any other document in the event of any inconsistency and any trading terms nominated by you are expressly excluded.
- These terms will also apply to any variations, alteration or addition of supplementary services to the scope of the products or services which may be agreed (verbally or in writing) between the Client and Sentis.
- These terms will be deemed accepted when the client signs the proposal, quote or other Sentis document outlining the scope of works, or when the Client provides a purchase order to Sentis or upon Sentis commencing the Services at the request of the client in writing or otherwise.
- Each proposal, quote or scope of work signed by the client or each purchase order issued by the Client and accepted by Sentis (in writing or upon commencement of the services) will be an individual contract for those product or services in accordance with these Trading Terms.

SERVICE OBLIGATIONS

We will provide our services:

- (a) with due care and skill, using experienced and qualified personnel,
- (b) complying with your reasonable policies, procedures and directions relevant to the provision of the services, as notified by you to us from time to time; and
- (c) In accordance with these Trading Terms, relevant industry standards and applicable laws.
- (d) In accordance with the Sentis Code of Conduct, copy available upon request

The Client will:

- (a) Pay Sentis the Fee in consideration of Sentis providing the services
- (b) You will allow Sentis personnel safe access to your premises, personnel, facilities and equipment as reasonably necessary to allow Sentis to provide its services.

INVOICING AND PAYMENT TERMS

Invoicing will be processed in the week of delivery with payment due in full 14 days from invoice date.

Pricing is in Australian currency.

Overdue payments of more than 30 days will incur a penalty interest fee which is calculated at 10% per annum.

All priced quoted and any other applicable charges are exclusive of GST. GST will be payable by you upon supply of goods or services. GST means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).

COVID

Sentis is committed to providing and working in a safe environment for our Staff, Clients, Contractors, and Suppliers. Sentis Staff will comply with our Sentis Covid-19 Policy and any subsequent updates. Sentis commits to Clients that only vaccinated, Employees or Sentis Contractors will be utilised on Client nominated sites. Sentis will liaise with all Clients to complete a Travel risk Assessment prior to all Client onsite Training, Meetings or Deliverables. It is incumbent on Client to inform Sentis and manage client site specific safety requirements.

REMOTE DELIVERY

When Face to Face (F2F) Training, Services or deliverables are impeded by adverse circumstances including but not limited to:

- Any Government Public Health Directions;
- Lockdowns, or potential lockdowns or other Covid 19 related restrictions;
- International, Interstate or Intrastate Travel restrictions;
- Travel Risk Assessment result of high or extreme risk.

F2F deliverables will be delivered remotely as appropriate via Zoom, MS Teams or other agreed method/ platform.

RESCHEDULING AND POSTPONEMENT

Should you the client reschedule or postpone work at short notice Sentis reserves the right to invoice for the scheduled work as outlined below, plus any unrecoverable hard costs:

- (a) 20 – 11 business days' notice – 50% of program cost,
- (b) 10 or less business days' notice – 75% of program cost

Should you the client due to a force majeure event (as defined below) reschedule the work to be delivered within 2 months of the original scheduled date/s then the value invoiced under this clause will apply to the rescheduled work.

Should any agreed customised product, program or service development be rescheduled or postponed by you the client for any reason, other than a breach of these terms by Sentis, we reserve the right to invoice you for all work undertaken in relation to that development up until and including the notification date, and any direct costs incurred by Sentis including to any third party.

CANCELLATION/ TERMINATION

Should you terminate or cancel work at short notice Sentis reserves the right to invoice for the scheduled work as outlined below, plus any unrecoverable hard costs:

- (a) 20-11 business days' notice – 50% of program cost
- (b) 10 or less business days' notice – 100% of program cost.

Should any agreed customised product, program or service deliverable be cancelled/ terminated by you for any reason, other than a breach of these terms by Sentis:

- (a) we reserve the right to invoice you for all work undertaken in relation to that development up until and including the cancellation date, and
- (b) you agree to reimburse us for any costs that we incur or are liable to pay in relation to third party suppliers or contractors who are affected by the cancellation of the development work, within 7 days of us notifying you of such costs.

TRAVEL, ACCOMODATION AND OTHER EXPENSES

Costs outlined in proposals, quotes, confirmations or scope of works documents do not include travel and accommodation expenses. Sentis reserves the right to on charge the following items (if booked and paid by Sentis) to provide the products and services to the client at cost plus a 10% administration fee:

- Travel and travel related expenses (including, flights, accommodation, hire car, fuel etc)
- Venue hire or catering (if required)
- Freight or excess baggage for program materials.

Flights are economy level with the exception of any total flight time which exceeds 7 hours which will be at business class level. Flights selected will be Carbon Neutral or Carbon Offset or other Environmentally responsible selection when such options are available.

A Daily Allowance of \$150 per Facilitator/Staff per day is chargeable for Face to Face (F2F) Program delivery. This covers Taxi/Uber/ Parking/ Meals & other incidentals.

A Travel day allowance of \$1250 per Facilitator/Staff is applicable for travel to client nominated site either required on a weekend day/ Public Holiday or a business day in which travel time constraints will prevent facilitating a full day F2F program.

Daily and Travel Allowance are applicable unless specific circumstances apply which warrant an alternative that will be agreed in writing or outlined in a quote or proposal.

CONFIDENTIALITY

In the course of providing our services, we may learn non-public information about your business. We will keep this information confidential at all times, sharing it only on a need-to-know basis with Sentis staff members and with contractors who may assist us with the supply of our products and services. All Sentis employees sign an Employee Agreement requiring them to maintain the confidentiality of all client material. Contractors sign similar agreements.

Sentis and you warrant that neither party will disclose confidential information of the other party, unless required to do so by law, subpoena, or government order.

RESEARCH PROVISIONS

We collect data (de-identified non-personally identifiable data) and other research in the course of providing our services in order to help us improve our services. We may also use such data and research for internal use, marketing, training and third-party publication purposes. However, before any data or research is used externally, we will ensure that the information does not identify you or your personnel (unless you have expressly agreed otherwise). Should you object to Sentis using such de-identified data and research for the defined purpose, please let us know immediately.

INTELLECTUAL PROPERTY (IP) / LICENCE

For all goods and or services that Sentis provide to you, you are granted with a non-exclusive and perpetual licence to use the Sentis intellectual property (IP) embedded in those services, products, programs and associated documentation that have been provided and paid for within your Company. The licence can only be used to implement the recommendations, training concepts or ideas that Sentis provides within your organisation. Please note the licence excludes clients delivering Sentis training programs (or components of) themselves.

If you have purchased either the Train the Trainer (TtT) or Sentis Toolkits products, this licence is extended to allow the facilitation of these products within your organisation only.

You agree not to modify or print any of our materials or IP or use it outside of your organisation without our written approval.

As Sentis provides you with a licence to use the deliverables from a project, Sentis retains all rights to the underlying IP contained in those project materials. That IP includes our registered and unregistered trademarks, knowledge of psychological and business principles, our products, processes, programs, documentation, designs, specifications, content, methodologies, surveys and assessments.

Where we design and develop work that contains both of our IP, each party will retain ownership of its own or pre-existing IP, and Sentis will own any new IP that it develops in the course of work for you or during our own research. Sentis will be free to sanitise any such joint work of client IP and continue to use the work for other purposes.

The Client acknowledges that Sentis IP is a key asset of Sentis and warrants to adhere to the terms of this clause and advise Sentis of any actual or suspected breach of this clause.

PRIVACY ACT

Sentis supports the importance that the community places on the maintenance of informational privacy of individuals' personal and sensitive information. This extends to the collection and management of information held in its records regarding individuals. Please view our Privacy Policy online www.sentis.com.au/privacy.

CREDIT REPORTING

To the extent you provide Sentis with personal information which is credit information or to the extent we collect any credit information about you from a third party or offer you terms of payment of your account with Sentis greater than 7 days, Sentis' Credit Reporting Policy shall apply. Please see paragraph 6 of our Privacy Policy.

LIABILITY

We make no warranties, direct or indirect (including, without limitation, warranties of merchantability, fitness for a particular purpose, title or non-infringement) under this Agreement in relation to the provision of our services and programs.

All conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise relating in any way to the products or services under this agreement are excluded to the full permitted extent of the law.

To the extent permitted by law for any breach of non-excludable rights, the liability of Sentis is limited at the option of Sentis to:

- (c) in the case of goods:
 - (i) repair of the goods;
 - (ii) the cost of repair of the goods; or
 - (iii) the cost of the goods; and
- (d) in the case of services:
 - (i) reprovision of the service; or
 - (ii) the cost of providing the services again.

We will not be liable or responsible for the acts or omissions of your employees, personnel or agents, or their safety generally.

We exclude all liability to you for the way you use or interpret our services and programs, and under no circumstances are we responsible to you or any other person for any loss, damage, cost, expenses or other claims. The liability of Sentis in respect of any claim arising out of or in connection with our Services shall not include any indirect or consequential loss of any loss of profits, loss of business or business opportunity, and any indirect or consequential loss or damages of any kind and however caused.

INDEMNITY

You indemnify Sentis, its employee agents and contractors for any loss or expense incurred or claim by third party made against Sentis due to your failure to observe its obligations under these trading terms, except to the extent the liability arises out of an act or omission of Sentis, its employees, agents or contractors.

LIMITATION OF REPORTS & INFORMATION PROVIDED - RISK MANAGEMENT SERVICES

These Services are undertaken and performed in a professional manner however they are limited to the information provided to Sentis by the Client or other third parties. Sentis is not liable for any claim arising from errors, omissions or inaccuracies in the information provided to Sentis by the Client, its employees or other third parties. No other warranty, expressed or implied, is made. Where these deliverables relate to risk management, our Services are not an audit of management systems nor a determination of legal, Workplace Health and Safety or regulatory compliance, or appropriateness of control assurance systems, and these items are expressly excluded from our scope of works. It is the Client's responsibility to seek necessary professional safety, regulatory, engineering, legal advice and /or consultation as necessary, including prior to implementing any recommendations. In addition, it is the responsibility of the Client to review and update its own related procedures and develop implementation initiatives as required. These deliverables are only for the use of the Client, and may not be used by third parties, or to support any other objective or purposes other than those identified in the deliverables and/or report.

TERMINATION

Either party has the right to terminate this Agreement by notice in writing to the other party if the other party commits a breach of this Agreement and:

- (a) the breach is material and not capable of being cured; or
- (b) the breach is material and is capable of being cured and the defaulting party fails to cure the breach within fourteen (14) days of being notified in writing of the breach by the other party.

Either Party has the right to terminate this Agreement by providing 30 days' notice in writing, or immediately in the event the other Party are subject to a winding up application or order, a receiver /manager or administrator is appointed, or the party enters into a scheme of arrangement or upon a cessation of business.

The license granted in this Agreement will also terminate:

- (a) automatically if this Agreement is terminated for your breach;
- (b) from the date specified in a notice of termination; or
- (c) at your request.

Sentis reserves the right to terminate this Agreement if any of its employees or contractors are placed in a situation of risk or injured due to unsafe work practices and/or conditions employed on your behalf. You agree to do all that is necessary to always ensure the safety of Sentis employees and its contractors at your sites.

FORCE MAJEURE

Sentis is not liable for any delay or failure to perform for reason of a force majeure event. Force majeure event is defined as an event beyond the reasonable control of Sentis and includes but is not limited to fire, flood, earthquake, act of god, industrial disputes, civil commotion, pandemics, epidemics, acts of war, and any natural disasters.

PROGRAM PARTICIPANT NUMBERS

For face to face (F2F) programs a minimum of 6 and a maximum of 15 participants may participate per program. For Webinars on online product delivery a maximum of 12 may participate. An additional 3 participants can be accommodated in a program at a rate of \$1000 per person per program providing a minimum of 5 days' notice is provided.

SEVERABILITY

If any term or provision is found to be void, illegal or unenforceable for any reason it will be omitted and severed from these terms. All other terms and provisions will remain in full force.

GOVERNING LAW & JURISDICTION

This Agreement will be governed and construed by the laws of Queensland, Australia.

Trading Terms are subject to change without notice, please ensure you are always viewing our latest terms and condition, please visit www.sentis.com.au