

EVENTS & WORKSHOPS TERMS & CONDITIONS

TERMS & CONDITIONS OF THE STRATEGY GROUP PTY LTD ("THE STRATEGY GROUP") ABN 72 103 812 022

1.0 Dates

- (a) In-house dates must mutually be agreed in writing between the client and The Strategy Group
- (b) Public Workshop Dates are subject to change at any time. We will run workshops when there is a minimum of eight (8) participants and a maximum of twenty (20).

1.1 Payment

- (a) The Strategy Group will provide to the Client a Tax Invoice on receipt of the Enrolment Agreement or Training Confirmation.
- (b) The Client will pay such Tax Invoice in full upon receipt and prior to service delivery.
- (c) The Strategy Group will not refund payments and will issue Tax Invoices for payment where Services to be provided under this Agreement have been cancelled by the Client for whatever reason.
- (d) All cancellations for in-house training courses must be received in writing within four (4) weeks of course start date. The Strategy Group will issue a Credit Note for future use. The Strategy Group accepts transfer of participant enrolment to another individual within 5 days of course start date.
- (e) All cancellations for public workshops must be received in writing within four (4) weeks of workshop start date. The Strategy Group will issue a Credit Note for future use. The Strategy Group accepts transfer of enrolment to another individual within 1 day of workshop start date.

1.2 Intellectual Property Rights

In respect of the Material specifically created for the Client by The Strategy Group or its employees agents or subcontractors as part of the Services, The Strategy Group asserts and the Client acknowledges that The Strategy Group is the owner of all the right title and interest in and to the copyright and all other Intellectual Property rights in such Material and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party Intellectual Property rights are used in the Material, The Strategy Group will ensure that it has secured all necessary consents and approvals to use such third party Intellectual Property rights for the Service Provider and the Client. For the purposes of this Clause

2.1, "Material" shall mean the materials, in whatever form, used by The Strategy Group to provide the Services and the products, systems, programs or processes, in whatever form, produced by The Strategy Group pursuant to this Agreement.

1.3 Warranty

- (a) The Strategy Group represents and warrants that:

- (i) it will perform the Services with reasonable care and skill; and
- (ii) the Services and the Materials provided by The Strategy Group to the Client under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

1.4 Limitation of Liability

- (a) Subject to the payment of the Price to The Strategy Group, The Strategy Group's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it is limited in aggregate to a refund of the Price.
- (b) To the extent the law allows exclusion of the following heads of loss and subject to the payment of the Price, in no event shall The Strategy Group be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- (c) Nothing in this Clause 2.3 will serve to limit or exclude a party's liability for death or personal injury arising from its own negligence.

1.5 Term and Termination

- (a) This Agreement is effective on the date hereof and shall continue, until the Completion Date.
- (b) The innocent Party may terminate this Agreement upon notice in writing :
- (i) if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do or, in the case of failure to pay the Price as stipulated in this Agreement, within 7 days of written notice from The Strategy Group to the Client;
- (c) Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

1.6 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by The Strategy Group, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

1.7 Confidentiality

- (a) Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature.
- (b) The obligations of the Parties under this agreement do not apply to any Information which:
- (i) the Party is required by law to disclose (provided that the Party must as soon as reasonably possible after it becomes aware of its obligation to disclose the Information notify the other Party of that fact);
- (ii) is in or enters the public domain otherwise than by breach of this agreement; or



THE STRATEGY GROUP

(iii) is acquired from a _____ person or entity (not connected with the Party) who was not under an obligation of confidentiality relating to it.

1.8 Miscellaneous

- (a) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- (b) This Agreement shall be governed by the laws of New South Wales and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive jurisdiction of the courts