

Terms and Conditions

These terms and conditions are the terms and conditions referred to the Fee Proposal between the client and SALES 2 SUCCESS PTY LTD coaching ("SALES 2 SUCCESS"). By engaging with SALES 2 SUCCESS you acknowledge that you have read these terms and conditions and consent to the engagement of Sharon Davis in accordance with the Fee Proposal. Your conduct in continuing to engage with SALES 2 SUCCESS will be deemed acceptance of these terms and conditions.

1. Scope of Services

SALES 2 SUCCESS will provide to the Client the services described in the Fee Proposal and accompanying documents. Anything not particularised in the Fee Proposal will not be included in the Works.

2. Skill and Care

In providing the goods and services, SALES 2 SUCCESS will exercise the degree of skill care and diligence normally exercised by professional consultants performing services of a similar nature.

3. Change in Scope of Service

The services described in the Fee Proposal and accompanying documents are based on the information supplied by the client to SALES 2 SUCCESS at the time of preparation of these documents. Subsequent information may require the scope or the timing of the services to be redefined or the Client may request to change the scope or timing of the services. If there is a change in the scope, order or timing of the services, or the goods requested or required, SALES 2 SUCCESS is permitted to amend the fees by an amount reasonable under the circumstances. SALES 2 SUCCESS will provide the client with an amended Scope and Schedule for the provision of the amended goods and services, and amended fees, each of which will be deemed to be approved by the client if not objected to within 5 business days after receipt by the Client.

4. Fees

The client must pay SALES 2 SUCCESS the fee and the reimbursable expenses (collectively "the price") as set out in the Fee Proposal and the accompanying documents.

Payment of the price may be subject to adjustment in accordance with the formula set out in the Fee Proposal and the accompanying documents. Unless stated otherwise the price is exclusive of any government impost or tax.

5. Terms of Payment

- a) Each party shall pay to the other party at its address, or as otherwise agreed, within 7 calendar days from the date of receipt of the invoice, the price for such invoice.
- b) The Client agrees to pay a monthly interest charge on overdue amounts for each Invoice issued hereunder calculated on the basis of an annual rate of interest equal to the prime rate in effect on the due date of payment.

6. Refunds

- a) SALES 2 SUCCESS will refund any order subject to a Fee Proposal, if such request in made in writing to sharon@sales2success.com.au within two (2) business days of written or verbal acceptance of the Fee Proposal.
- b) SALES 2 SUCCESS may in its sole discretion cancel any services subject to this Agreement by written notice to the Client ("Notice of Termination")
- c) Should SALES 2 SUCCESS cancel any services, in accordance with clause 6(b) of this Agreement, SALES 2 SUCCESS will refund to the Client any remaining fees (minus any commission that may have been paid to third parties or for reasonable disbursements incurred) within thirty (30) days of the Notice of Termination
- d) Should the agreement be terminated in accordance with clause 6(b) of this Agreement, SALES 2 SUCCESS will have no further obligation or liability with respect to the Agreement from the date of the Notice of Termination.

7. Delays and Changes to the Law

If events beyond the control of the either party result in the delay to schedule for the provision of services, that schedule will be amended to the extent necessary to compensate for the delay. SALES 2 SUCCESS will be entitled to an extension of time for the provision of services equal to the delay. SALES 2 SUCCESS may adjust the price to reflect any increase in costs or losses incurred as a result of the delay, unless the delay is caused by SALES 2 SUCCESS. If after the date of engagement there is a change to laws, licensing, permits or otherwise, which directly affect the provision of services then the price may be adjusted accordingly.

8. Payment

The client shall not nor be entitled to demand or hold any sum on account of retention for completion of services to be performed by SALES 2 SUCCESS or against any pending or unsecured claim against SALES 2 SUCCESS. If the Client wrongfully withholds any money as retention money, then SALES 2 SUCCESS reserves the right to withhold further goods and services under this agreement or any other agreement between the parties.

9. Personal Guarantee by Directors

If the Client is a company and an individual is signing on behalf of the company, that individual is to be a public officer or director of the Company who agrees to be personally bound by all the terms and conditions within this Agreement and:

- a) the person signing the agreement guarantees that the Client will perform all its obligations under this agreement and will observe all conditions and provisions expressed in or implied by this agreement; and
- b) the person signing this agreement guarantees he or she will indemnify SALES 2 SUCCESS against all loss, damage, costs and expenses, however incurred by SALES 2 SUCCESS as a result of any failure by the Client to pay, in a due and punctual manner, any money payable under this Agreement by the Client to SALES 2 SUCCESS on its due date or as a result of any breach of any of the covenants and conditions contained or implied by this agreement.

10. Default

Should:

- a) the Client fail to pay any amount when it is due and owing;
- b) the Client default in the performance of its obligations under this agreement;
- c) the Client, if an individual commits an act of bankruptcy; or if the Client is a corporation becomes subject to external administration or passes a resolution to wind up,

then in addition to any other rights then:

- a) the Client shall be in breach of the agreement and SALES 2 SUCCESS shall be entitled to treat the whole agreement repudiated;
- b) SALES 2 SUCCESS may refuse to supply services to the Client;
- c) SALES 2 SUCCESS shall be entitled to claim a return of any goods in the possession of the Client which have been supplied by SALES 2 SUCCESS.

SALES 2 SUCCESS may elect to seek relief through the courts or through a debt recovery service to recover the money.

The Client shall pay all of SALES 2 SUCCESS collection costs, including solicitor fees and related costs.

SALES 2 SUCCESS shall be immediately entitled and without liability terminate or suspend the provision of future services, in accordance with this agreement, to the Client in the event of default by the Client.

11. Time Limit for Making Claim

SALES 2 SUCCESS, 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 the services, unless otherwise provided in the Fee Proposal and the accompanying documents. The Client (and persons claiming through or

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under the Client) shall not be entitled to commence any action or claim whatsoever against SALES 2 SUCCESS, its servants, agents or sub-consultants, in respect of the services after that date. For the purposes of this clause, SALES 2 SUCCESS contracts on its own behalf and on behalf of its servants, agents and sub-consultants.

12. Limitation of Liability

- a) The liability of SALES 2 SUCCESS, its servants, agents or sub-consultants to the Client arising out of the performance or non-performance of 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.
- b) The maximum liability of SALES 2 SUCCESS, 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 to this Agreement or a maximum of \$5,000.00, whichever is the lesser. For the purposes of this clause, SALES 2 SUCCESS contracts on its own behalf and on behalf of its servants, agents and sub-consultants.
- c) The Client acknowledges and agrees that neither SALES 2 SUCCESS, nor its servants, agents or sub-consultants, will be liable under the law of contract, tort or otherwise for economic loss, whether direct or consequential, suffered by the Client or any indirect or consequential loss of any kind suffered by the Client.
- d) The Client acknowledges and agrees that SALES 2 SUCCESS 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 the Terms and Conditions 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 hereby excluded. Nothing in these Terms and Conditions 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 and Conditions of all or any of the provisions any relevant State or Territorial legislation which by law cannot be excluded, restricted or modified.
- e) Notwithstanding, and without limiting the provisions of this clause, the Client acknowledges and agrees that no servant, agent or sub-consultant of SALES 2 SUCCESS will have any separate or individual liability to the Client.
- f) Client will indemnify and hold SALES 2 SUCCESS harmless against all claims, costs and demands by third parties in respect of the services.

13. Intellectual Property Right

SALES 2 SUCCESS retains copyright, trade mark and all other intellectual property rights in all electronic and physical documents, images, reports and photographs created and supplied under this Agreement including concepts provided by SALES 2 SUCCESS as part of or in connection with the services ("Intellectual Property"). The Client shall have a licence to use the Intellectual Property provided by SALES 2 SUCCESS in connection with services for the purpose for which that Intellectual Property were prepared. The Client shall not use or make copies of any Intellectual Property for any purpose other than that for which they were originally prepared.

14. Re-use of Documents

- a) If without SALES 2 SUCCESS' approval, the Client:
 - re-uses the Intellectual Property for any purpose other than that for which originally prepared; or
 - makes any alternation to: any Intellectual Property or other items supplied by SALES 2 SUCCESS as part of the services, then the Client does so at its own risk.
- b) The Client will indemnify and hold SALES 2 SUCCESS harmless against any claim made against SALES 2 SUCCESS and all

expense incurred by SALES 2 SUCCESS, including legal expenses on a full indemnity basis arising out of any such re-use or alteration.

15. Return of Documents

The licence to use the Intellectual Property granted to the Client pursuant to the Terms and Conditions will terminate upon the:

- a) failure of the Client to make any payment under these Terms and Conditions on the due date;
 - b) termination of the Agreement for the provision of the services by SALES 2 SUCCESS;
- and, upon request by SALES 2 SUCCESS, the Client will then return to SALES 2 SUCCESS all Intellectual Property provided by SALES 2 SUCCESS as part of or in connection with the services, together with all copies or duplicates made by the Client.

16. No Assignment

A party must not transfer any right or liability under this document without the prior consent of each other party, except where this document provides otherwise.

17. Insurance

SALES 2 SUCCESS will maintain insurance for professional, public liability, worker's compensation and any other insurance required by law.

18. Notices

- a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in this provision or most recently notified by the recipient to the sender.
- c) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next day following delivery or receipt.

19. Governing Law

- (d) This document is governed by and construed under the law in the State of Queensland.
- (e) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of Queensland.
- (f) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

20. Waiver

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

21. Severance

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

22. Dispute Resolution

- a) If there is a dispute or disagreement between SALES 2 SUCCESS and the Client arising in any way from or in relation to this Agreement, then SALES 2 SUCCESS and the Client will use all reasonable endeavours and reasonably appropriate alternative dispute resolution procedures as soon as possible before resorting to litigation.
- b) Nothing in this clause prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in an informal resolution process for longer than 30

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days after the dispute has risen. The Client shall pay all sums not in dispute to SALES 2 SUCCESS

23. GST

If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

24. Variation of Terms and Conditions

No purported variation of this Agreement will be effective unless it is in writing.

25. Pre-contract Negotiations

This document:

- a) expresses and incorporates the entire agreement between the parties in relation to its subject-matter, and all the terms of that agreement; and
- b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject-matter or any term of that agreement.

26. Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

27. Disclosure

- a) The Client acknowledges that SALES 2 SUCCESS and its servants, employees and agents do not perform the services of an investment advisor, or licensed adviser by ASIC or any other government authority providing investment advice.
- b) The client acknowledges and accepts that it will obtain its own independent financial advice with respect to its business and finances.
- c) Any sales/coaching seminar services does not purport to provide investment advice and Sales 2 Success will not be held liable for any reliance on investment strategies proposed.
- d) All information provided under this Agreement is provided on an "as is" and "as available" basis and any reliance by the Client on such information is entirely at its own risk.

28. Facsimile and Electronic Acceptance

The parties agree that where a facsimile and/or electronic copy has been executed by either or both parties such facsimile and/or electronic copy can be treated as though it were an original document or part of this Deed.

Signed by Client.....

Date.....

Signed by SALES 2 SUCCESS.....

Date.....