readYness
POWERED BY YIELD EXECUTIVE

SERVICE AGREEMENT (BUSINESS TO BUSINESS)

THIS AGREEMENT IS

BETWEEN THE SERVICE PROVIDER ("Service Provider"):

Yield Executive Pty Ltd (ACN 663 704 872)

Of the following address:

Level 7, 180 Flinders St, Melbourne Victoria 3000

AND THE CLIENT ("Client")

readYness
POWERED BY YIELD EXECUTIVE

TABLE OF CONTENTS

1. DEFINITIONS 3
2. INTERPRETATION 4
3. SERVICES 4
4. LOCATION OF SERVICES 5
5. TERM AND TIMING OF SERVICES 5
6. PERFORMANCE OF SERVICES 5
7. INSURANCE 6
8. NATURE OF RELATIONSHIP 6
9. CURRENCY 6
10. FEES 6
11. MATERIALS, COSTS AND DISBURSEMENTS 6
12. INVOICING 6
13. LATE PAYMENT OF INVOICE 7
15. CONFIDENTIAL INFORMATION 7
16. INTELLECTUAL PROPERTY 8
17. QUALITY OF SERVICES 8
18. PRE-EXISTING MATERIALS 8
19. NO GUARANTEE OF EMPLOYMENT OR COMMERCIAL OUTCOME 8
20. LIMITATION OF LIABILITY 8
21. INDEMNITY 9
22. WARRANTIES REGARDING LEGAL ADVICE 9
23. COMPLIANCE WITH LAWS 10
24. ENTIRE AGREEMENT 10
25. NOTICES 10
26. WRITTEN COMMUNICATION 10
27. SUSPENSION OF SERVICES 11
28. DISPUTE RESOLUTION 11
29. TERMINATION 11
30. ASSIGNMENT 12
31. WAIVER 12
32. FORCE MAJEURE 12
33. APPLICABLE LAW 12
34. SEVERABILITY 13
35. SURVIVAL OF OBLIGATIONS 13
36. PRIVACY AND DATA PROTECTION 13

BACKGROUND

The Client requires the services, as described in this Agreement (hereinafter "the Services") to be provided.

The Client wishes to engage the Service Provider as an independent contractor to provide the Services for individual, business and professional development purposes.

The Service Provider has the necessary skills, qualifications and experience to provide the Services to the Client.

The Service Provider agrees to provide the Services to the Client on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

In consideration of the matters described above, and of the mutual benefits and obligations described in this Agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Service Provider and the Client hereby agree as follows:

1. DEFINITIONS

"ACL" means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

"Agreement" means this Service Agreement.

"Agreement Date" means the date this agreement is signed.

"Claims" means any claims, losses, proceedings, damages, punitive damages, penalties, demands, fines and liabilities whether criminal, civil, in tort, in contract or otherwise.

"Client" means the business entity identified in the applicable proposal, quote, statement of work or execution page to this Agreement.

"Commencement Date" means the month of commencement.

"Confidential Information" has the meaning described in the "Confidential Information" clause of this Agreement.

"Fees" means fees paid or payable by the Client to the Service Provider in accordance with this Agreement.

"GST" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the GST Law.

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)

"Intellectual Property" includes but is not limited to processes, business systems, business know-how, trade secrets, moral rights, goodwill, registered designs, copyrights, patents, trademarks, trade dress, industrial design, trade names or other similar rights, or rights to apply for any of these rights.

"Losses" means any losses including but not limited to financial losses, expenses, damages, costs including legal fees, legal costs and other expenses of any nature whatsoever.

"Party" means either the Client or the Service Provider.

"Parties" means the Client and the Service Provider collectively.

"Receiving Party" in relation to a piece of Confidential Information means the Party which receives the Confidential Information from the other Party (whether directly or indirectly).

"Services Location" means the location as described in the "Location of Services" clause.

"Service Provider" means Yield Executive Pty Ltd.

"Services" means the services to be provided by the Service Provider to the client, the specific description of which is as described in this Agreement.

"Supplying Party" in relation to a piece of Confidential Information means the Party which supplies the Confidential Information to the other Party (whether directly or indirectly).

"Termination Date" means the earlier of the date that this Agreement is terminated by the Client or the Service Provider, or the date of expiry of this Agreement.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

a. Words referring to one gender include every other gender.
b. Words referring to a singular number include the plural, and words referring to a plural include the singular.
c. Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
d. Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
e. Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
f. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. SERVICES

a. In consideration for the Client paying the Fees, and subject to the provisions of this Agreement, the Service Provider hereby agrees to provide the Client with the following services:
    I. Coaching sessions and on demand check-in calls as agreed per quote. On-demand check-in calls are to be used within module/s or forfeited.
    II. Coaching sessions will support Clients to identify their current career stage, future career goals, and put a structured career plan in place. Coaches provide guidance, tools and counsel through the job search process. This may include some or all of: coaching Clients on developing self-awareness; refining career aspirations; identifying skills and experience gaps; leveraging their network; identifying potential employers; digital profile auditing; resume review and advice; cover letter review; building and managing relationships with recruitment consultants; interview preparation and practice and negotiating employee benefits and compensation.

        I. Provision of documents, websites, videos and other reference tools to assist with professional profile definition, strategic career planning, executing a job search and interview preparation.

II. Key Performance Indicators (KPIs): Specific and measurable KPIs will be agreed upon in the first session to align with the Client's goals and objectives. These KPIs will be reviewed regularly to monitor progress and ensure alignment with the Services.

b. The Services may also include any other tasks which the Parties may agree on.

4. LOCATION OF SERVICES

The Service Provider will perform the Services at the following location ("the Services Location"):

Level 7, 180 Flinders St, Melbourne Victoria 3000 or virtually as required.

5. TERM AND TIMING OF SERVICES

a. The term of this Agreement ("the Term") will commence on the Agreement Date and will continue until the Services have been completed, the Agreement is terminated in accordance with its terms, or such other time as provided in this Agreement.
b. The Service Provider will commence providing the Services on agreed ("the Commencement Date").
c. The Service Provider will continue providing the Services for 60 days per Module unless otherwise agreed in writing. Access to digital materials and program content expires at the end of the applicable module period unless extended by written agreement.

6. PERFORMANCE OF SERVICES

a. The Services may be performed by the Service Provider personally, or by any employees, agents or subcontractors as chosen by the Service Provider in the Service Provider's sole discretion.
b. The Service Provider may not use any persons to perform the Services except for those persons expressly permitted by this clause, or except for any other persons expressly permitted in writing by the Client.
c. If the Client has reasonable grounds for requiring a certain person or certain persons ("the Certain Person") who have been approved by the Service Provider, to be prevented from performing the Services:
   III. the Client must first discuss this matter with the Service Provider; and
   IV. after discussing this matter with the Service Provider, the Client may provide written notice to the Service Provider, requiring the Service Provider to stop permitting the Certain Person to perform the Services; and
   V. after receiving the written notice in accordance with the preceding sub-clause hereof, the Service Provider must, as soon as is reasonably practicable, stop using the Certain Person to perform the Services, and must continue providing the Services through a different person or different persons who is or who are reasonably acceptable to the Client, as soon as reasonably practicable.
d. The Service Provider is responsible for any work undertaken by the Service Provider's subcontractors, employees or agents.
e. Any Services undertaken by the Service Provider's subcontractors, employees or agents must be undertaken to, at a minimum, the same standards as set out in this Agreement.
f. The Service Provider is solely responsible for any payments to the Service Provider's employees, agents, subcontractors or affiliates in relation to the provision of the Services under this Agreement, including any payments due for salary, wages, annual leave, sick leave, long service leave, superannuation and any other amounts to which the Service Provider's employees, agents, subcontractors or affiliates may be entitled in relation to the provision of the Services under this Agreement.
g. The Service Provider is solely responsible for ensuring compliance with any legislation which applies to the Service Provider's employees, agents, subcontractors or affiliates.

7. INSURANCE

a. Upon the request of the Client, the Service Provider must provide to the Client a copy of the Insurance Policies.

8. NATURE OF RELATIONSHIP

a. Nothing in this Agreement constitutes an employment relationship between the Client and the Service Provider or between the Client and the Service Provider's workers (such as the employees, agents or subcontractors of the Service Provider). No relationship of employer and employee is created by this Agreement.
b. Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, agency or other relationship between the Client and the Service Provider except for the contractual relationship which is provided in this Agreement.
c. The Parties hereby acknowledge and confirm that it is the express intention of all Parties that the Service Provider is acting in relation to the Client as a contractor and not as an employee, partner, joint venture partner, agent or otherwise.

9. CURRENCY

Unless otherwise specifically provided, all monetary amounts contained in this Agreement are in Australian Dollars (AUD).

10. FEES

a. In consideration for the Service Provider providing the Services in accordance with this Agreement, the Client agrees to pay fees to the Service Provider ("Fees") as follows:
    i. By Date: **2 Business Days prior to 'commencement date'**
    ii. Total Quote Option 1: **$4,050.00 - Full Program**
    iii. Total Quote Option 2: **$1,500.00 – Per Module**
    iv. Additional Coaching can be purchased at $450.00 per hour

b. The Parties acknowledge that the Fees are exclusive of any Goods and Services Tax ("GST") that may be charged by the Service Provider. If GST applies, then the Service Provider will be entitled to add GST to the Fees.
c. 24-hour notice is required for the cancellation or rescheduling of an appointment. No-shows, cancellations or rescheduling requests with less than 24-hours' notice will be forfeited. Consideration for unforeseen circumstances will be given at the discretion of the Service Provider.

11. MATERIALS, COSTS AND DISBURSEMENTS

The Service Provider is not entitled to charge, and the Client will not be liable for, any additional costs such as costs for materials or disbursements, on top of the Fees which have been set out in this Agreement.

12. INVOICING

a. The Service Provider will invoice the Client at a schedule as agreed between the Parties.
b. If the Service Provider is charging GST then the Service Provider must provide the Client with a tax invoice in accordance with the GST Law in relation to the Fees.
c. Once the Service Provider provides a valid invoice in relation to the Fees ("the Invoice"), the Client must make payment prior to the commencement of the program and/or coaching sessions.

13. LATE PAYMENT OF INVOICE

a. If the Client does not make payment before services commence, the Service Provider will delay start of the coaching program until the required payment is received in full.
b. If the Client does not make payment by the due date for payment as specified in the Invoice, the Service Provider may charge interest on any amounts outstanding, at the rate of 7% per annum compounding daily.
c. If the Client does not make payment by the due date for payment as specified in the Invoice, the Service Provider may refrain from providing any further Services, or any other work for the Client or any other services to the Client (even if that work or those services are dealt with under a separate service agreement) until the Invoice has been paid in full.

14. RETURN OF PROPERTY

a. Upon the termination, expiration or completion of this Agreement, each Party will promptly return to the other Party ("the Second Party") respectively any property, documentation, records or confidential information which is the property of the Second Party.

15. CONFIDENTIAL INFORMATION

a. Each Party ("the Receiving Party") shall keep the confidential information of the other Party ("the Supplying Party") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under this Agreement.
b. For the purpose of this Agreement, "Confidential Information" means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:
    I. information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during visits, or by demonstrations;
    II. information of whatever nature relating to the business activities, practices and finances of the Supplying Party;
    III. any evaluation material, design work, technologies, technological ideas or strategies, strategic plans and ideas, innovations, creative plans, concepts and any other plans or ideas developed by the Supplying Party or on its behalf or used by the Supplying Party, whether relating specifically to the Services or otherwise;
    IV. any information derived from any other information which falls within this definition of Confidential Information;
    V. any copy of any Confidential Information; and

    VI. the fact that discussions are taking place between the Parties.

but does not include information which:

    VI. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
    VII. is, or becomes, publicly available, through no fault of the Receiving Party;
    VIII. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
    IX. is provided to the Receiving Party by the Supplying Party and is marked "Non Confidential"; or
    X. is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

c. If there is any doubt as to whether any particular information constitutes Confidential Information, written confirmation is to be obtained from the Supplying Party.
d. This clause will survive the termination, expiration or completion of this Agreement.

16. INTELLECTUAL PROPERTY

a. In connection with the provision of the Services, the Service Provider may generate, create, write or produce intellectual property ("Created IP"), including but not limited to plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required in order to provide the Services to the Client.
b. Unless otherwise agreed between the Parties, any intellectual property rights in any Created IP generated by the Service Provider in connection with the provision of the Services to the Client shall belong to the Client.
c. Unless otherwise agreed between the Parties, the Client shall provide to the Service Provider a transferable, worldwide, royalty-free, irrevocable, non-exclusive licence (with a right of sub-licence) to use any Created IP generated by the Service Provider in connection with the provision of the Services to the Client.
d. Unless otherwise agreed between the Parties, any intellectual property rights in any intellectual property provided by the Client to the Service Provider in order to assist in the provision of the Services, shall belong to the Client.
e. This clause will survive the termination, expiration or completion of this Agreement.

17. QUALITY OF SERVICES

a. The Service Provider must perform the Services using reasonable care and skill for a Service Provider in its field.
b. The Service Provider must ensure that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.
c. This clause will survive the termination, expiration or completion of this Agreement.

18. PRE-EXISTING MATERIALS

All intellectual property owned or developed independently by a Party prior to the commencement of this Agreement, or developed independently outside the scope of the Services, remains the property of that Party. The Service Provider retains ownership of all methodologies, templates, frameworks, know-how and background materials used in providing the Services.

19. NO GUARANTEE OF EMPLOYMENT OR COMMERCIAL OUTCOME

The Client acknowledges that the Services are educational and advisory in nature. The Service Provider does not warrant or guarantee any employment outcome, promotion, remuneration increase, recruitment result, commercial result or other specific business outcome.

20. LIMITATION OF LIABILITY

a. The Client may have certain rights under the Australian Consumer Law ("ACL"), or under other similar or related consumer protection laws.
b. The ACL (or any other similar or related consumer protection laws) may give the Client certain rights, warranties, guarantees and remedies regarding the provision of services by the Service Provider, which cannot be excluded, modified or restricted by the Service Provider ("Statutory Rights").
c. The Service Provider's liability to the Client is governed solely by the ACL (and any other similar or related consumer protection laws) and by this Agreement.

d. To the maximum extent permitted by law, the Service Provider excludes all conditions and warranties implied by custom, law or statute, except for the Client's Statutory Rights, and the Service Provider expressly disclaims all warranties of any kind.
e. The Client hereby agrees that the Client is solely responsible for determining whether the Services are fit for the Client's purpose.
f. Except in cases of death or personal injury caused by a Party's negligence, that Party's liability in contract, wrongdoing or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement, each Party's aggregate liability under or in connection with this Agreement shall not exceed the total Fees paid or payable under this Agreement during the twelve (12) months preceding the event giving rise to the claim.
g. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.
h. When the Client's Statutory Rights apply, to the maximum extent possible, the Service Provider's liability in respect of any claim is limited to, at the Service Provider's option:
    I. the supply of the Services again; or
    II. the payment of the cost of having the Services supplied again.
i. The Service Provider's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
j. This clause will survive termination, expiration or completion of this Agreement.

21. INDEMNITY

a. Except for any payment made under an applicable insurance policy, and to the extent permitted by law, each Party (the "Indemnifying Party") indemnifies and agrees to keep indemnified, defend, and hold harmless the other Party, including its employees, agents, officers, representatives, affiliates, and permitted successors and assigns (the "Indemnified Party"), from and against any and all claims, demands, losses, damages, liabilities, penalties, expenses, and reasonable legal costs arising directly out of:
    I. any act or omission by the Indemnifying Party in connection with this Agreement; or
    II. any act or omission by the Indemnifying Party's employees, agents, officers, representatives, affiliates, or permitted successors and assigns in connection with this Agreement.
b. The Indemnifying Party shall not be liable for any indemnity under this clause where a court of competent jurisdiction has made a final judgment that the loss, damage, or liability arose due to the gross negligence, wilful misconduct, or bad faith of the Indemnified Party or its employees, agents, officers, representatives, affiliates, or permitted successors and assigns.
c. Notwithstanding any other provision of this Agreement, the liability of the Indemnifying Party under this indemnity shall be limited to an amount equal to the total Fees paid or payable under this Agreement, except where such liability arises from gross negligence, wilful misconduct, or fraud by the Indemnifying Party.
d. This limitation of liability in relation to indemnity does not affect the operation of any applicable insurance policy or limit any rights a Party may have under law that cannot be lawfully excluded.
e. This indemnity clause shall survive the termination, expiration, or completion of this Agreement.

22. WARRANTIES REGARDING LEGAL ADVICE

a. Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:
    I. That the Warranting Party fully understands the terms of this Agreement.
    II. That the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Agreement and the Warranting Party has either:
        i. taken such independent legal advice; or

ii. elected not to take such independent legal advice.

III. That the Warranting Party has not been induced to enter this Agreement by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Agreement.

b. This clause will survive the termination, expiration or completion of this Agreement.

23. COMPLIANCE WITH LAWS

a. The Service Provider must, at the Service Provider's own cost, comply with all laws which relate to or affect the Services, the Agreement or the Service Provider, including but not limited to regulations, legislation, delegated legislation, ordinances, rules, codes and any other requirements of any Federal, State or Local authorities, bodies or government departments ("the Laws").
b. The Service Provider hereby indemnifies, keeps indemnified and holds harmless the Client against any actions, costs, charges, claims or demands in relation to a breach of the Laws.
c. This clause will survive the termination, expiration or completion of this Agreement.

24. ENTIRE AGREEMENT

a. The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement.
b. The Parties each respectively agree that in entering into this Agreement, they did not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.
c. The Parties agree that any warranties, conditions or other terms implied by law are expressly excluded from this Agreement to the maximum extent permitted by law.
d. No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidenced in writing and signed by both Parties.

25. NOTICES

a. Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Client if delivered to the following address:

   Level 7, 180 Flinders St, Melbourne, Victoria 3000

b. Either Party ("the Nominating Party") may nominate another address ("the New Address") by notifying the other Party in writing of the New Address. Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

26. WRITTEN COMMUNICATION

a. In relation to any correspondence or notification which is required under this Agreement to be provided in writing from one Party to the other Party:

   I. such notice is properly given if given to the other Party:
      i. by email to an email address that the other Party has nominated, acknowledged or used in connection with the Services or this Agreement.

ii. by post to a postal address the other party has nominated, acknowledged or used in connection with the Services or this Agreement.

II. II. such notice is taken to be received:

iii. if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.

iv. if sent by prepaid post within Australia, five (5) days after the date of posting.

v. if sent by prepaid post to or from an address outside Australia, twenty one (21) days after the date of posting.

27. SUSPENSION OF SERVICES

a. The Service Provider may suspend the Services immediately where the Client breaches this Agreement, fails to pay undisputed invoices when due, or where continuation of the Services would expose the Service Provider to legal, reputational or operational risk.

28. DISPUTE RESOLUTION

a. If a dispute arises under this Agreement, the Parties must first attempt to resolve the dispute through good faith negotiations between senior representatives. If the dispute is not resolved within fourteen (14) days, either Party may commence mediation in Melbourne, Victoria before commencing court proceedings, except where urgent interlocutory relief is sought.

29. TERMINATION

a. Either Party may terminate this Agreement for convenience by providing seven (7) days' written notice to the other Party.
b. This Agreement may be terminated by the Service Provider if the Client fails to pay any requisite Fees within seven (7) days after the date they are due. The Service Provider may terminate the Agreement immediately, with no notice period, in writing.
c. Aside from termination by the Service Provider in response to the Client's failure to pay any Fees, as set out in the preceding sub-clause hereof, this Agreement may be terminated by either Party, upon notice in writing:
    I. if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
d. if the other Party becomes unable to perform its duties under this Agreement, including a duty to pay or a duty to perform;
e. if the other Party or its employees or agents engages in any conduct prejudicial to the business of the other, or in the event that either Party considers that a conflict or potential conflict of interest has arisen between the Parties.
f. If this Agreement is terminated before the expiration of its natural term, the Client hereby agrees to pay, within seven (7) days of the date of termination, the Fees for all Services rendered up to the date of the termination on a pro rata basis and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by the Service Provider related to the rendering of Services prior to the date of termination.
g. If this Agreement is terminated before the expiration of its natural term, and the Client has paid in advance for Services that have not yet been delivered, the Service Provider agrees to reimburse the Client for the undelivered Services on a pro rata basis, within seven (7) days of the date of termination.

h. Any termination of the Agreement under this clause shall not affect the accrued rights and liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies that either Party may be entitled to.
i. Any part of this Agreement which is meant to continue after termination or which is meant to come into force at or after termination shall not be affected by this clause.

30. ASSIGNMENT

Neither Party will, whether voluntarily or by operation of law, assign, subcontract, delegate, mortgage, charge or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

31. WAIVER

a. The waiver by either Party of any right or remedy in relation to a breach, default, delay or omission by the other Party of any provision or provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions of this Agreement.
b. The failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy, nor will it prevent or impair that Party from subsequently exercising that right or remedy.
c. Any rights or remedies provided in this Agreement are cumulative and are in addition to any rights or remedies provided by law.

32. FORCE MAJEURE

a. In the event that circumstances arise which:

I. are outside of the reasonable control of a Party; and

II. materially affect that Party's performance of its obligations under this Agreement; and

III. could not have been reasonably foreseen or avoided;

(hereinafter "the Circumstances"), then that Party will not be deemed to be in breach of this Agreement and will not have any liability under this Agreement for any delays or failures in performance of that Party's respective obligations under this Agreement.

b. In the event that such a delay or failure occurs, the Party affected by the Circumstances must immediately notify the other Party in writing of when the Circumstances cause a delay or failure in performance, and when the Circumstances no longer cause a delay or failure in performance.
c. Either Party may terminate this Agreement, if the Circumstances continue for a continuous period of three months or more, by providing written notice to the other Party.

33. APPLICABLE LAW

This Agreement is governed by the laws of Victoria, Australia and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

34. SEVERABILITY

If any clause or sub-clause of this Agreement is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances the remaining provisions of this Agreement shall continue in full force and effect.

35. SURVIVAL OF OBLIGATIONS

At the termination, expiration or completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state that they will survive termination or expiration.

36. PRIVACY AND DATA PROTECTION

Each Party must comply with all applicable privacy laws, including the Privacy Act 1988 (Cth) where applicable. The Client warrants that it has obtained all necessary consents from participants or personnel whose personal information may be disclosed to the Service Provider for the purposes of delivering the Services.

EXECUTED AS AN AGREEMENT ON THIS DAY

Signed for and on behalf of Yield Executive Pty Ltd (ACN 663 704 872) in accordance with section 127(1) of the Corporations Act 2001 (Commonwealth):



OLIVIA RATHGEBER
Founder
Yield Executive