

### Background

- A. Paradigm Switch Pty Limited ACN166 704 749 (**Paradigm Switch**) develops, measures, facilitates and caters holistic programs for Clients, connecting Clients with reputable holistic practitioners such as therapists, coaches and mentors to improve well being, retention and productivity.
- B. This agreement sets out the rights and responsibilities of Paradigm Switch and Clients.

### 1. Definitions

- 1.1. *Client* means organisation or individual for which Paradigm Switch caters holistic programs, or organisation or individual to whom Paradigm Switch introduces, recommends or provides Practitioners.
- 1.2. The *PS Compass Program* for individuals involves the provision of services to individuals who wish to work with professional Practitioners during their own time.
- 1.3. *Confidential information* means any information, which is stated to be confidential or any information that would be reasonably considered confidential.
- 1.4. *Practitioner* includes holistic professional such as therapist, coach or mentor that Paradigm Switch recommends to Clients.
- 1.5. *Party* means Client or Paradigm Switch.
- 1.6. *Personal Information* is information that allows a person or organisation to be identified.
- 1.7. *Services* include holistic services.

### 2. General

- 2.1. A Client may accept these terms and conditions by:
  - (a) ticking the acceptance box;
  - (b) using the services of Paradigm Switch after being provided with this agreement; (c) engaging a Practitioner, after being provided with this agreement; or (d) passing on personal information regarding a Practitioner to a third party.
- 2.2. Clients are responsible for:
  - (a) complying with the relevant workplace, health and safety laws;
  - (b) complying with any applicable employment laws;
  - (c) providing Paradigm Switch with accurate information concerning the qualifications and experience required of applicants;
  - (d) providing the facilities and resources stated in the Client proposal;
  - (e) bringing these terms to the attention of employees, where they are to pay for services; and (f) final selection of Practitioners.
- 2.3. Paradigm Switch makes every reasonable effort to ensure the suitability of Practitioners, using its network, expertise and experience, however Paradigm Switch is not responsible for the actions or inactions of Practitioners.
- 2.4. Paradigm Switch will not be responsible for any delays or losses outside its reasonable control.
- 2.5. The liability of Paradigm Switch is limited to providing services again or the cost of those services, to the extent permitted by law. Please choose carefully, we do not normally give refunds if you simply change your mind or make a wrong decision. Any refund provided by Paradigm Switch will be limited to providing services again or the cost of those services, to the extent permitted by law.
- 2.6. The dates quoted for supply of services are given in good faith and are approximate only.
- 2.7. All warranties and representations, whether express or implied by law, trade, custom, or otherwise are excluded, to the extent permitted by law.

### 3. Term and Termination

- 3.1. This Agreement will commence when it is accepted and can be terminated by a party with 14 days written notice, subject the payment terms in this agreement.
- 3.2. This agreement may be terminated immediately in the event that: (a) a party becomes bankrupt or insolvent;
  - (b) a party commits a fundamental breach of this agreement; or (c) a Client loses capacity.

## 4. PS Compass Services

- 4.1. Individuals can partake in the PS Compass program in their own time at their own expense.
- 4.2. The Compass Program for individuals will include:
  - (a) Private sessions between individuals and practitioners
  - (b) Setting up a personal, confidential and discreet on-line booking system for each employee

## Terms and Conditions

## 5. Payment terms

- 5.1. Clients pay for private sessions when the session is booked.
- 5.2. The following cancellation fees are payable to compensate Paradigm Switch and Practitioners for administrative fees and lost opportunity:
  - (a) 10% of normal fees where there is a rebooking on the day.
  - (b) 50% of normal fees where there is a cancellation prior to the day and no rebooking. (c) Full fees if there is a cancellation on the day and no rebooking.
- 5.3. Paradigm Switch reserves the right to charge 20% of the cost of a session or program when a client reschedules a clinic or workshop more than 2 times, to compensate Paradigm Switch and Practitioners for administrative fees and opportunity lost.

## 6. Restraint

- 6.1. The Client agrees to refrain from using the services of Practitioners directly, without Paradigm Switch being the Principal, during the term of this agreement and for 6 months after this agreement ends.

## 7. Intellectual Property

- 7.1. There is nothing in this agreement that affects intellectual property, which means that any intellectual property rights that belong to a party will remain with that party.

## 8. Confidential Information

- 8.1. The Client must not disclose or use any confidential information, other than for the purpose for which it was provided by Paradigm Switch or the Practitioner.
- 8.2. Paradigm Switch will not use or disclose any personal information other than for the purpose for which it was provided or as permitted by law.

## 9. GST

- 9.1. Unless otherwise stated in this Agreement, monies payable under this Agreement include GST.

## 10. Variation and Waiver

- 10.1. The terms of this agreement can only be varied or waived by the parties in writing, with signatures.
- 10.2. The waiver of a power or right does not preclude:
  - (a) its future exercise; or
  - (b) the exercise of any other power or right.

## 11. No Assignment Without Consent

- 11.1. A party may not assign its rights under to this Agreement without the prior written consent of the other party.

## 12. Counterparts

- 12.1. This Agreement may be executed in any number of counterparts signed by one or more parties.
- 12.2. The exchange of executed counterparts by email or fax will create a binding agreement.

## 13. No Reliance on Warranties and Representations 13.1.

- In entering this Agreement, each party:

(a) has not relied on any warranty or representation whether oral or written; and (b) has relied entirely on its own enquiries.

## 14. Severance

14.1. If any part of this Agreement is invalid or unenforceable, the remainder of this Agreement remains valid.

## 15. No Merger

15.1. Nothing in this Agreement merges, extinguishes, postpones, lessens or prejudicially affects any right, power or remedy that any party may have against another party or any other person.

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## Terms and Conditions

## 16. Governing Law and Jurisdiction

16.1. This Agreement is governed by the laws of New South Wales, Australia.

## 17. Notices

17.1. Notices may be:

- (a) delivered personally, at the time it is delivered to the party;
- (b) sent by pre-paid mail to the business address provided;
- (c) sent by fax to the fax number of the addressee with acknowledgment of receipt from the fax machine of the addressee; or
- (d) sent by email to the email address of the addressee.

## 18. Whole Agreement

18.1. These terms and conditions constitute the whole agreement between Clients and Paradigm Switch and supersede all previous agreements.

