

## **Market Entrant Service**

### **Terms and Conditions**

These terms apply to an entity (the "Client") engaging Direct Selling Australia Pty Ltd (ABN-68 413 038 101) (the "Consultant") to provide consulting services.

These terms must be read with, and are subject to, any scoping document or letter from the Consultant to the Client. These terms and that document/s together govern the contract between the Client and the Consultant for the services concerned.

These terms also apply to any subsequent services the Client may require of the Consultant, unless agreed otherwise and in writing.

The Client and Consultant agree to the following terms and conditions in relation to the engagement for the Project.

### **Definitions**

**Agreement** comprises only the "Letter of Engagement" and/or the "General Terms and Conditions"

**Client** is the entity responsible for payment of the Fee rendered in respect of the Services.

**Confidential Information** refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

**Consultant** is Direct Selling Australia Pty Ltd (ABN- 68 413 038 101)

**Fee** is the amount or amounts payable to the Consultant

**Services** to be performed by the Consultant for the Client are those contained in the Scope of Work.

### **Services & Scope of Work**

1. In providing the Services, the Consultant shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances.
2. If the original Services are to be varied, the Consultant may decline to act for the new scope of work or may review the Fee and/or any estimate of fees / expenses previously given.
3. Unless specifically instructed otherwise however, the Consultant is not liable to make independent investigations in order to verify the veracity, completeness or content of information provided to the Consultant by the Client or a third party.

### **Fees, Expenses & Invoicing**

4. In consideration of the Consultant performing the Services, the Client agrees to pay the Fee to the Consultant. This Fee will be on a time and materials basis at the Consultant's standard rates unless otherwise agreed in writing. In consideration of the Client paying the Fee, the Consultant agrees to perform the Services as soon as practicable after receipt of: i) a written or verbal request to commence; ii) provision of all required information and notified in writing.

5. The Fee is quoted excluding the Goods and Services Tax (GST) and all other GST and any other applicable taxes must be added at the appropriate rate at the time of invoicing.

6. The Consultant shall render an invoice prior to Services commencing. Such invoices shall be paid by the Client within fourteen (14) days of the date shown on the invoice.

7. The Client agrees to pay all costs (including legal and other debt collection costs on an indemnity basis) related to the recovery by the Consultant from the Client of any monies due by the Client to the Consultant under or in connection with this Agreement.

#### **Client Requirements**

8. The Client shall supply free of charge and on a timely basis to the Consultant:

(a) instructions / documents specifically required to deliver the Scope of Work;

(b) access to the Client's personnel as necessary; and

(c) all other information pertinent to the completion of the Services.

9. If additional work is required it may be provided upon agreement at Direct Selling Australia's standard rates.

#### **Insurances**

10. The Consultant holds professional indemnity insurance, public liability insurance and workers compensation cover meeting statutory requirements. A certificate of currency for the above policies may be requested from the Consultant by an authorised representative of the Client, but must be held in confidence.

#### **Copyright & Intellectual Property**

11. Copyright in all reports, specifications, designs, plans, methodologies and other documents prepared by the Consultant in connection with the Services shall remain the property of the Consultant. The Client shall have a licence to use the documents for the purpose of completing the Project, but the Client shall not use, or make copies of, such documents for use with any other project.

#### **Confidentiality**

13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **Privacy**

15. If the Client provides the Consultant with personal information about a third party, the Client represents they: (a) have authority to do so; (b) informed the third party their personal information has been disclosed to the Consultant and about how the Consultant may use and disclose their

personal information; (c) informed the third party how to gain access to their personal information held by the Consultant.

### **Dispute Resolution & Termination**

16. If at any time the Client wishes to discuss how the Services can be improved or to make a complaint, the Consultant's authorised representative can be contacted by phone or email provided by the Consultant. The Consultant will investigate any complaint promptly to endeavour to resolve the issue.

17. Either party may terminate this Agreement: i) in the event of substantial breach by the other party of their obligations hereunder, which breach has not been remedied within thirty (30) days of written notice from the party requiring the breach to be remedied.

18. In the event of termination by either party pursuant to Clause 17, the Consultant shall be entitled to be paid for that part of the Services rendered up to the time of termination (based on Direct Selling Australia's standard rates).

19. The Consultant may suspend provision of the Services upon any payment being due and unpaid by the Client until such payment is made or the Agreement is terminated.

20. Any dispute between the Client and the Consultant which cannot be resolved informally, which will be the first course of action, will be referred to mediation in accordance with the Mediation and Conciliation Rules of the Institute of Arbitrators and Mediators Australia (New South Wales Chapter) provided that this provision shall not prevent the Consultant from instigating legal action at any time to recover monies owing by the Client to the Consultant. The mediation shall be held in Sydney, New South Wales.

### **Governing Law**

21. This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales.

### **Severability**

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

23. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## SCOPE OF WORKS

This service is valid for 12 months from invoice date and includes but is not limited to:

Confidential access to DSA Executive staff for up to 15 hours in the 12month period.

Introductions and facilitated meetings (face to face and virtual) with up to ten DSA suppliers.

Access to specified confidential DSA member information, via dropbox that cannot be distributed or circulated outside of the client's employees, including but not limited to Legal and Risk Management Guide, previous webinar material and slide decks as relevant to the Clients business.

Opportunity to attend specific Member only events (face to face and virtual) at Members rates.

Reduced administration fee of \$250 upon application to become a full DSA member within 2 years of invoice date.

**Fee:** \$1500 plus GST

**Direct Selling Australia's Standard Rates:** \$150 an hour

The information to be provided will be general and practical based on our work with direct selling companies. The information will not constitute legal, financial or other such professional advice, is not intended to be a substitute for legal or financial advice and should not be relied upon as such.