



fixinc

Formal proposal

Crisis Management **Crisis Training and Exercise**

Presented to
UTS College

Addressed to
Anna Krajewska

Version no.
1.0

Valid until
August 4th 2025

Proposal ID
rec0yInTDrv64wZu7-1

Presented by
Brad Law



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to watch a summary
of your digital
proposal.



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<https://fixinc.link/uts-college-aug25>

Through to Executive Summary





Executive summary by Brad Law.

Dear Anna,

Thank you for the opportunity to present the UTS College with a proposal for Crisis Management services.

UTS College has identified the need to conduct an update of its crisis management program to ensure the appropriate level of preparedness in the event of a business disruption. This includes the following elements:

- Crisis Management Training
- Crisis Management Exercise

A fit-for-purpose program validation, based on clear recovery priorities and dependencies, and strong stakeholder engagement, will increase confidence in the UTS College's response capabilities and meet stakeholder expectations.

All activities are performed by highly qualified and experienced consultants.

Fixinc has extensive experience working within the education sector, ensuring a thorough understanding of the UTS College environment. We provide unparalleled expertise to leading organisations and are widely recognised as the market leader in the emergency management and crisis management fields.

Anna, at Fixinc, our passion is empowering individuals to confidently overcome challenges, leading to a resilient future. We guarantee a highly professional outcome that gives the organisation the assurance of having the necessary measures in place in case of business disruptions.

Thank you for the opportunity to submit this proposal and I look forward to the opportunity of working with you soon. Please do not hesitate to contact me if you have any questions.

Yours Sincerely,

✉ brad@fixinc.org

📞 0485 859 092

📱 (+64) 27 365 5824

Through to Standards





Program Standards.

All Fixinc services strictly adhere to best practice benchmarks and international compliance frameworks. Throughout your program with us, we will continually introduce and monitor the quality of all disciplines put in place ensuring your organisation is receiving the very highest level of compliance and strategy.

ISO 22301:2019

Societal security – Business Continuity Management Systems – Requirements.

Business Continuity

'Good practice guidelines 2018'.

ISO 31000 Risk Management

Principles and guidelines.

ISO 22361:2022

Security and resilience — Crisis management — Guidelines

ISO/IEC 27001:2022

Information security, cybersecurity and privacy protection — Information security management systems — Requirements.

SOC 2 & Cyber Security Practices

Including NZ ISM and Cloud Risk, Australian Essential 8, and IRAP.

Through to Engagement Meeting





Engagement Meeting.

Stage duration

1 week¹

Your Commitment

1 hour²

Proposed start date

25/8/2025³

Investment

AUD \$1,200.00

Key scope highlights

- Client Portal and Engagement Prepared by Fixinc.
- 1 Hour Engagement Meeting.
- Minutes and Meeting Recording.
- Detailed scope and Q&A.

This is an opportunity to introduce the Fixinc team and our key program members. For your project sponsors (the people heavily involved with the program), it's a great opportunity to build a rapport and ask important questions. The meeting will confirm the scope and priorities as well as handle any of the admin requirements like invoicing and onboarding for Fixinc.

At Fixinc, we understand the importance of a solid foundation for every program we initiate. That's why we prioritise an Engagement Meeting, facilitated by our experienced Program Manager. This meeting is a crucial first step to ensure alignment and set clear expectations for all parties involved.

1. This indicates the approximate period of time Fixinc will require to complete this Phase.

2. This indicates the approximate time Fixinc would require you to be available.

3. This is the date we have set aside for your program now, however it is flexible to your team's schedule.

Engagement Meeting continued





Engagement Meeting (continued).

Meeting Details

Facilitation:

Your Program Manager will lead the Engagement Meeting, ensuring a structured and productive session. The meeting can be conducted virtually via Teams, Zoom, or Google Meets. In-person meetings can be arranged if preferred and feasible.

Attendees:

The meeting should be attended by yourself and any key program sponsors. In some scenarios, clients invite a member of an executive team should it be valuable to ensure this person is confident in the implementation plan (a great way to get initial buy-in).

Duration:

The Engagement Meeting typically lasts one hour, providing ample time to cover all essential topics.

The Agenda will include:

1) Introduction:

- Welcome and introductions
- Overview of Fixinc and the program's purpose

2) Discussion Points:

- Scope of Work: A detailed discussion on the scope of the program to ensure clarity and mutual understanding.
- Priorities and Responsibilities: Identifying and assigning key priorities and responsibilities to ensure a smooth workflow.
- Approximate Timescales: Reviewing the tentative timeline for program milestones and deliverables.
- Client Portal Review: A walk-through of the Client Portal, highlighting its features.

- Program Outcomes and Objectives: Confirming the desired outcomes and objectives to ensure alignment with the client's vision.
- Next Steps: Outlining the immediate next steps following the meeting to maintain momentum.

3) Q&A Session:

Dedicated time for questions and answers to address any concerns or uncertainties.

Logistics

Timing:

The Engagement Meeting is scheduled within 7 days of accepting the proposal. This prompt scheduling helps maintain momentum and ensures a timely start to the program.

Rescheduling:

We understand that schedules can change. Therefore, there are opportunities to reschedule if necessary, ensuring all key participants can attend.

Follow-Up:

Minutes from the meeting will be meticulously documented and shared via the Client's Portal. Additionally, the call will be recorded using the chosen meeting software for future reference, all found via the Implementation section of your Client Portal.

Conclusion

The Engagement Meeting is designed to establish a strong foundation for the program, ensuring all parties are aligned and ready to proceed. With clear communication, defined objectives, and a dedicated time for questions, we aim to set the stage for a successful collaboration.

Through to Crisis Training





Phase two.

Crisis Management Training.

Stage duration

2 weeks

Your Commitment

3 hours

Proposed start date

15/11/2025

Investment

AUD \$3,200.00

Key scope highlights

- Crisis Management Training Session
- Attend 3-hour training session
- Interactive session with attendees

Fixinc is committed to delivering a pragmatic training program to enhance the crisis management culture, fostering proactive awareness and thereby elevating the organization's level of resilience. The training curriculum will be customized to precisely address the unique program requirements.

Crisis Training Continued





Crisis Management Training (continued).

Suitable for staff with overall crisis management management responsibilities. The 3-hour modular Leadership Program is an industry first management course specifically designed to build awareness, critical skills, and incident leadership capabilities of your team using the latest experiential learning techniques and real-world case studies. Fixinc's Learning and Development division will organise all pre-training bookings and complete training participant records for all sessions.

Sessions may cover the following topics:

- Foundations of Crisis Management
- Crisis Preparedness Planning
- Leadership in Crisis
- Decision-Making Under Pressure
- Crisis Communication Strategies
- The Human Side of Crisis
- Evaluating Crisis Impact
- Navigating Crisis Survival

Through to Scenario Exercise





Phase four.

Scenario Exercise.

Stage duration

6 weeks

Your Commitment

3 hours

Proposed start date

16/11/2025

Investment

AUD \$9,200.00

Key scope highlights

- Review and approve exercise plan.
- Review and approve scenario and run sheet.
- Attend 3-hour desktop scenario exercise.
- Review and approve post-exercise report.

Your response plan should not be considered final until it has been thoroughly validated. The validation process should not only apply to the plan but also to the individuals who will be implementing it. Fixinc will deliver a realistic, thought-provoking exercise for the response team.

Scenario Exercise continued





Scenario Exercise (continued).

Exercise Planning

Validating a Response Plan and Procedures is essential to:

- Confirm the Recovery procedures are accurate.
- Confirm timeframes regarding the restoration of Critical Business functions and recovery of systems.
- Build familiarisation with staff roles, responsibilities, processes and available tools.
- Identify practical program improvement.
- Provide a high level of stakeholder confidence in the organisations recovery capability.

Exercise Plan

After the planning meeting, Fixinc will draft an exercise plan for the organisations that outlines all necessary information for the exercise program, including:

- Exercise objectives
- Exercise methodology
- Exercise scope and scale
- Communications
- Roles and responsibilities
- Resource requirements
- Timeframes and timescales
- Internal exercise participants
- Performance criteria

Exercise Development

Fixinc will establish and arrange all necessary components for the organisations exercise program, including:

- Selection and development of the preferred exercise scenario.
- Creation of exercise schedules that outline all inputs and interactions during the exercise.
- Involvement of both internal and external participants in the exercise.
- Selection and briefing of exercise volunteers.
- Conducting briefings for participants in the exercise.

Exercise Delivery

Fixinc will design a scenario-based exercise that is event-driven and realistic, maximizing participant involvement and offering a comprehensive yet practical learning opportunity. Fixinc will provide the organisation with dynamic injects that utilize proven exercise resources within a managed exercise setting.

On the day of the exercise, Fixinc will have a lead facilitator oversee the program, with support from additional Fixinc staff, in coordination with representatives from the organisation and other relevant parties. The role of Fixinc during the exercise will be to:

- Manage the flow of information and inputs related to the exercise scenario.
- Provide structure and formality to the exercise process, ensuring teams remain focused and on task.
- Monitor and record the efficacy of organization's response and recovery procedures.
- Document all relevant issues as they arise during the exercise.
- Discover any discrepancies or gaps in the organisation's Incident response processes.
- Conduct immediate debriefings with participants in the exercise.

Post Exercise Activity

After the conclusion of the exercise program, Fixinc will deliver:

- A full exercise report that details the key activities conducted, evaluations against established criteria, and recognition of crucial shortcomings to be addressed.
- Advice on ways to enhance the program even further.
- Follow-up and implementation assistance as necessary.

Through to our Technology





Our Technology solutions.

Fixinc recognises the growing need for organisations to adopt technology in supporting their resilience efforts while balancing caution amid an overwhelming influx of AI-driven tools. The resilience industry is undergoing a transformative shift, where modern technology is becoming essential for managing crises effectively.

High-stress situations often lead to inadequate outcomes, but innovative leaders are embracing digital solutions to mitigate these risks. Fixinc offers a streamlined approach, providing immediate insights through our digital BIA, access to top resilience advisors, industry-leading incident management software, and clear implementation strategies, all delivered via a single, intuitive portal designed to simplify resilience management.

While still paying homage to a time-tested, but traditional approach, we're modernising resilience technology for the future.

Through to FACT24





FACT24.

Used by
thousands
when others
tools fail
them.

100% of F24 clients who use the Microsoft suite activated FACT24 during the CrowdStrike outage. An increase of <1000%+ usage within 24 hours.

20+ Years
in the market.

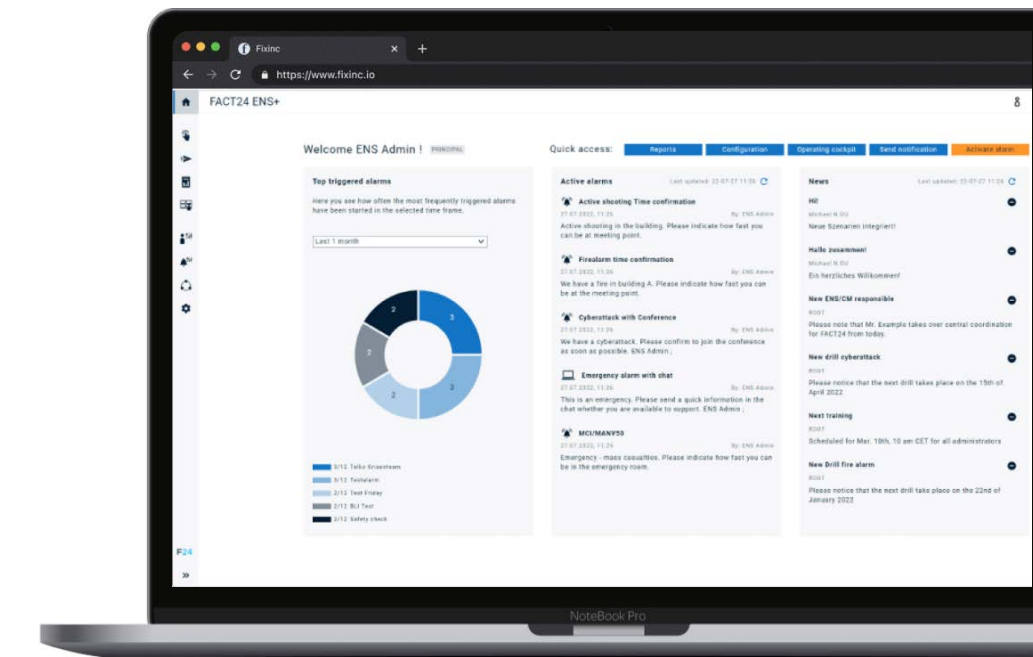
42%
of STOXX Europe 50
companies use F24.

100%
DSGC-Compliant.

F24 is the leading Software-as-a-Service (SaaS) provider for business messaging, emergency notification as well as incident and crisis management in Europe. The highly innovative F24 solutions support customers through the whole value chain from high-volume communication in the corporate environment through governance, risk and compliance (GRC) up to Emergency Notification and Smart Event Communication as well as Comprehensive Crisis Management.

More than 3,000 customers worldwide rely on F24's solutions to manage their communication needs, as part of their day-to-day communication of critical or confident content, or in the event of a crisis.

FACT24 provides your organisation the ability to communicate, manage, and record the preparation and response to any event, completely virtually.



Through to About Fixinc





Trusted by inspiring organisations, just like yours.



About Fixinc

A boutique, people-first advisory.

We support medium to large Oceania and ASEAN organisations and their people prepare and get through any crisis event. Your people will thrive through the simple, modern, and agile programs we build every day. That's a promise.

When you join us, it's a partnership for life.

19 years

average experience
between our advisors.

150+

business collectively
served.

2016

Founded in New
Zealand.

23

Active clients
in 2024.

250+

Programs successfully
delivered.

367

Registered training
attendees in 2024.

Fixinc was founded by Brad and Ollie Law (pictured) in 2016. The pair experienced first-hand the results of practitioners failing their clients when they were needed most. They developed the Consulting Practice, Advisory Board, and ResilienceWEB.com to help organisation have premium support at any moment. With over three decades combined in the industry, the father and son duo bring a powerful balance of technology expertise and senior executive level consulting to a fresh and impactful service. Today, the team is a mixture of senior advisors, operational teams, software developers, and key commercial partnerships. Fixinc services businesses around the globe.

Through to our credentials





Case Studies & Credentials.

Fixinc has supported a dynamic range of clients across all sectors and disciplines, including government agencies. All of our Advisors and client-facing colleagues have extensive experience in resilience and disaster recovery, with an average of 19 years in the field. Our technical team are trained and certified in the very highest level of disaster recovery.

NV1 Clearance

Holder of the AGSVA Negative Vetting Level 1 Security Clearance

107 CMPs

Crisis management programs delivered since 2016.

BCI Awarded

MBCI accredited and regional awards by the BCI.



Singtel's BC and Crisis Program

Singtel and NCS implemented an ISO 22301-aligned Business Continuity program to enhance resilience and operational readiness.

Fixinc developed governance structures, facilitated BIAs, designed continuity solutions, and conducted crisis simulations, including a cybersecurity breach exercise testing multi-level response capabilities. Regular testing and validation ensured continuous improvement.

Singtel and NCS strengthened their business continuity, safeguarding critical operations and ensuring compliance with global resilience standards.



Crisis Simulation for FairPrice

FairPrice Group conducted a crisis simulation to test its incident response and crisis management capabilities for its loyalty rewards program.

Fixinc designed and facilitated the exercise, simulating an escalating incident from a technical issue to a full-scale public relations crisis. The exercise tested customer service, cybersecurity, media relations, and executive decision-making under pressure.

The session included scenario development, team briefings, a live simulation, crisis training, and a full debrief with a written report. FairPrice Group strengthened its response strategies, ensuring resilience against cybersecurity threats and reputational risks.



Business Continuity for Optus

Optus Networks engaged Fixinc to deliver a comprehensive Business Continuity Training program for 40 Business Continuity Champions, preparing them for the BCI's CBCI certification.

Held on-site in Sydney, the training combined theory with hands-on exercises tailored to Optus' operations. Fixinc developed the training package, facilitated sessions, and proctored the 120-question CBCI exam.

The program equipped participants with the skills to enhance organizational resilience, strengthening Optus' business continuity capabilities.

Further references & case studies available upon request.

Through to Contact





Our contact details.

Fixinc operates across four major locations with a hybrid working model. While we are not an on-call service, we ensure team availability 24/7 across all major communication platforms.



Contacting your program lead, Brad Law.

Brad is available 5 days a week, from 7am till 7pm.

✉ brad@fixinc.org

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🌐 linkedin/in/bradlawmbci

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0800 349 462

Kuala Lumpur, MY
my@fixinc.org
0485 859 092

Through to your Project Team





Your project team.

Fixinc is boutique, which means we ensure that our annual client base and project work is modest and manageable every quarter. Unlike many consultancies in the industry, Fixinc clients are not handed off to junior staff once a program starts.

Our team is highly experienced in the processes required to complete successful resilience programs. During onboarding they will review your organisation thoroughly. This means our team knows you as well as you do. **Let us introduce you to them in the following pages.**

Every advisor on our team comes with decades of experience.
Their commitment to resilience is absolute and guaranteed.

Through to Brad Law's bio





Bio Brad Law.

Co-Founder & Global Head of Consulting

Brad is the Global Head of Consulting at Fixinc and oversees the Advisory Board. With 25+ years of Business Continuity and IT experience across Asia, the UK, Europe, New Zealand, and Australia, he has led numerous business continuity and crisis management projects across government, finance, education, infrastructure, utilities, and telecoms.

An expert in the business continuity lifecycle, Brad developed Fixinc's Tungsten Diamond framework and has extensive experience in policy development, BIAs, strategy, plan implementation, and scenario training. He brings strong business strategy, project management, and problem-solving skills, with a passion for building resilience. His expertise spans business continuity training, crisis response facilitation, and ensuring organisations embed resilience into their culture and operations.

Before Fixinc, Brad served 15 years in the British Army as a tank commander, earning the Northern Ireland Clasp for Operation Banner and the NATO Medal for Yugoslavia. He was a communications and cold-weather survival instructor, with extensive

32 years

industry experience supporting the likes of



Transport
for NSW



Australian Government
Department of Human Services

incident response experience in counterterrorism and humanitarian operations with Médecins Sans Frontières and UNHCR.

Brad's expertise was tested during the 2011 Christchurch earthquakes, where he led two incident management cells, ensuring services were restored within a week. At Christchurch Polytechnic Institute of Technology (now Ara), he played a key role in business continuity and disaster recovery efforts, helping the institution navigate operational challenges in the aftermath of the disaster.

A CBCI-certified instructor, Brad has trained many professionals in business continuity certification courses and was named Australasian Business Continuity Consultant of the Year in 2015. He continues to drive industry best practices, knowledge transfer, and thought leadership in business continuity and crisis management.

Through to Ollie Law





Bio Ollie Law.

Co-Founder and Managing Director

Ollie brings over a decade of industry experience in digital commercial marketing, application development, UI/UX design, project management, quality assurance, and campaign development, with specific expertise in no-code, low-code, SQL, JScript, and HTML-based solution design and application automation. His experience has enabled him to design and develop digital marketing campaigns that drive commercial market opportunities on mass, and identify emerging applications to support internal organisational and end-user experiences in their resilience journey. His career highlights include positions with Centrica (British Gas), Jaguar Land Rover, GCHQ, and AccountingWeb, where he built competitive and disruptive marketing campaigns, designed and closed multi-million-dollar promotional campaigns, and worked with senior executives on market introductions, annual budgets, and deep marketing insight analysis..

Ollie is a prolific entrepreneur with multiple New Zealand based businesses. He is passionate and

15 years

industry experience supporting the likes of



GCHQ



OPTUS

focused on converting traditional methods into modernised, competitive solutions through better project management, data analysis, AI, and software development. He brings valuable experience working across a number of private and government entities within the UK and Europe, ASEAN countries, and Australia & New Zealand.

He is the majority shareholder, founder and Managing Director of Fixinc Consulting Partners Ltd, Director of Fixinc Group, Founder and Editor-in-Chief of ResilienceWEB, a Growth Advisor to many startups and Advising Commercial Director for What IF Web.

Additionally, he supports the Fixinc client base in training, cultural development, design and development of tools and assets, as well as the commercial growth of the Fixinc partnerships.

**Additional Fixinc team member Bios
available upon request.**

Through to additional members





Additional team members.

You will be supported by our wider operational and administration team who will be thoroughly briefed on the program objectives. They will work meticulously in the background - out of sight - ensuring a smooth program and premium-level service.



Hannah Perry
Head of Operations

As the Head of Operations, Hannah is our lifeline on ensuring our standardised processes continues to run like clockwork. She oversees all output we send to our clients and will QA every document, email, link, and conversation we have with you to ensure our standard remains at the very highest level.



Imam Rossli
Management Consultant Associate

Imam will support our senior team on the R&D, financial, analytical, and administrative elements of your program. As our youngest team member, he is encouraged to innovate and consider ways to streamline processes and minimise unnecessary complexities.



Martin Petts
Head of APAC at F24

Martin oversees our incident and emergency management software, F24. In your program, he will be responsible for reviewing and adding communication strategies during a disruption, and will provide draft frameworks for implementing software to later enhance your crisis response should you wish to explore this.



Niral Bhagat
Growth Automation Engineer

Niral supports Fixinc's long-term vision to modernise, systemise, and automate the majority of processes we and our clients take every day. In this program, he will review and provide insight on how you can prepare for a digital future.

Through to our Loyalty Program →



The Fixinc Loyalty Program.

Putting your faith in a supplier to help develop your resiliency is a serious commitment. Your loyalty to Fixinc should be rewarded. That's why we've created our one of a kind Loyalty Program. Every solution or activity you do with us will earn you points that entitle you to additional items later. Within a few months, you can generate enough to 'cash' them in for complimentary services, like a review or exercise. If you choose us to run this program, you'll earn points today.

680

points earned on
this program

Unlimited

points available as a
client of Fixinc

Every dollar spent with Fixinc generates more services. Use your points to evolve your resilience indefinitely.

[Through to FAQs](#)





Frequently asked questions.

We pride ourselves on ensuring engagements with Fixinc are transparent, simple, and clear. If you have any further questions, you can email us at info@fixinc.org or contact Brad on the Contact Details section.

When will the program start?

We can typically start a program within a week or two, however, we're ready to start as soon as you are able to get the team together for the engagement meeting. Fixinc will ensure that we keep the momentum of the program consistent throughout.

How many resources will I need for this program?

At Fixinc, our aim is to do the heavy lifting for you. This will limit your internal resource requirements to only the necessary people. After the engagement meeting, we will confirm the individuals we believe are required, and how often.

What are your payment terms?

These are accessible via the terms and conditions on the last page. We typically request the engagement fee within 14 days of signing this proposal but can adjust to align with your account's policies. The important thing is to share your payment process with us early to avoid delays and fees.

Can I pause a live program?

We can, but we recommend a limited suspension to maintain commitment and momentum of the work and your people's investment. If you suspect a pause in program delivery is imminent, please let us know as soon as possible so that we can plan accordingly.

Can we add additional items / components into the program once it has started?

This often depends on the program itself. We want to ensure additional work does not disrupt the momentum of your current program, and often it would not add value. However, we can run programs alongside one another, or provide a separate scope and quote to start something immediately once this one is finished. Speak to us about our Maintenance Program as this can cover multiple programs in one.

Will you bring course materials for the training session?

Yes. Our course materials will cover a notes section to follow the slides, additional resources, testing materials, and any other relevant information. We will provide this in digital format and where appropriate, printed.

Through to your investment





Investment.

\$13,600.00 ^{AUD}

Fixinc strive to provide fair and reasonable pricing on all our programs. In most cases, our proposals are priced at 15-20% lower than the industry average on a program of similar quality and resource.

Engagement Meeting.

Responsibility	fixinc 
Investment	\$1,200.00
Start date	12/08/2025
Scope of work	Pages 5 - 6

Crisis Management Training.

Responsibility	fixinc 
Investment	\$3,200.00
Start date	15/09/2025
Scope of work	Page 7 - 8

Scenario Exercise.

Responsibility	fixinc 
Investment	\$9,200.00
Start date	16/09/2025
Scope of work	Pages 9 - 10

1) Excludes any relevant taxes or fees. Fixinc will share a USD account during the procurement and onboarding stages.

Final note from Brad





Accepting your proposal.

Anna, I want to take this opportunity once again to thank you for considering Fixinc to run your Crisis Training and Exercise. It's not lost on us the significance of putting your faith in an external supplier.

We created Fixinc with the intention to provide a service so personalised and valuable that we could confidently stake our careers on it. That's what I'm doing today. At any point you need support, advice, or guidance during the quiet periods and the disruptive ones, we're in your corner - just call me on (+64) 027 365 5824.

I'm thrilled to potentially be working with you further and please let me know if I can help in any way.

Thanks again.

Brad

Through to signature and T&Cs





Signature of Acceptance.

Print, complete, and sign the below information, or contact us for a digital signature link. By signing, you confirm you have read and accept our program terms.

Authorised Signatory Name

First / Surname

Authorised Signatory Title

Job title

Date of Acceptance

DD / MM / YYYY

Authorised Signature

Signature

Proposal meta information

Use this information when discussing your proposal or for reporting purposes.

Valid until

August 4th 2025

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1.0

Prepared by

Brad Law

Status

Published

Digital Proposal

<https://fixinc.link/uts-college-aug25>



Program terms.

On these final pages, you will find our standard program terms and conditions. At Fixinc, we appreciate every organisation is different. These terms are negotiable to meet your standard processes. Please contact us to discuss further.

These Terms and Conditions ("Agreement") represent a binding agreement between Fixinc Consulting Partners Limited (NZBN 9429047125490), trading as 'Fixinc,' (hereby known as 'Fixinc,' 'us,' 'our,' 'we') and the Client (the company named on the Proposal connected to this Agreement). By engaging in our consulting programs and services, you acknowledge your understanding of, and agreement to, the terms outlined herein. These terms serve as a foundation for the professional collaboration between Fixinc and the Client, ensuring clear guidelines for the provision of services, payment obligations, and expectations on both sides. It is essential that you review and comprehend these terms before proceeding with our consulting programs.

This Agreement encompasses a range of clauses that address critical aspects of our engagement, including project duration, payment structure, service provision, confidentiality, intellectual property, and other key considerations. We've also taken into account the various scenarios that may arise during our partnership, such as changes in project scope, Client-related delays, and the provision of additional services.

Please be aware that these terms are mutually agreed upon and designed to foster a productive and transparent collaboration. Any additional specific items or clauses that may need to be added or modified will be done so with your approval, ensuring that the terms remain aligned with the evolving needs of both parties.

It is our commitment at Fixinc to deliver high-quality consulting services that meet your expectations and contribute to your success as a truly resilient organisation. We appreciate your trust in our expertise, and we look forward to a fruitful partnership.

Should you have any questions or require further clarification on any aspect of these terms, please do not hesitate to reach out to us. Your understanding and adherence to these terms are crucial to the effective and successful execution of our consulting programs.

Thank you for choosing Fixinc as your consulting partner.

1. Application

1.1) By accepting Goods and/or Services from Fixinc, the Client is considered to have agreed to the relevant terms outlined in this Agreement (including any Schedule), regardless of whether the Client has formally executed this Agreement. In cases where a specifically negotiated Supply Contract has been established between Fixinc and the Client concerning the Goods and/or Services, the terms specified in the existing Supply Contract will govern the purchase, superseding these terms.

1.2) References to a party includes that party's authorised representatives, successors and permitted assigns.

2. Project Implementation Period

2.1) Project Duration: The project implementation period begins on the date of the Engagement Meeting between Fixinc and authorised representatives of the Client's company and within the period agreed henceforth within the 'Engagement meeting'.

2.2) Maximum Project Duration: All projects are not to exceed a 12-month period from commencement date agreed during the Engagement Meeting. In the event that a project exceeds this timeframe, the Client may be subject to additional costs or an increase in the hourly rate, proportional to inflation costs or relevant index.

2.3) Client-Related Delays: Fixinc cannot be held responsible for delays in project completion caused by actions, inactions, or information provided by the Client. Any delays attributable to the Client may result in an extension of the project duration and potential adjustments to associated fees.

2.4) Program Scope Agreement: All program details and timescales will be mutually agreed upon during the Engagement Meeting between Fixinc and the Client. The Engagement Meeting serves as a pivotal point for finalising the scope, objectives, and deliverables of the program.

3. Fee Structure and Excessive Time

3.1) Fee Structure: The fee provided to the Client encompasses the program's required hours, resources, or products.



All time devoted to the program, whether for planning, execution, or evaluation, is considered within this fee structure.

3.2) Excessive Time Clause: Should the program necessitate an excessive amount of time beyond the predetermined scope as a result of the Client's enforced delay (as noted in clause 2.3), the Client may be required to bear additional costs. Fixinc will communicate any such circumstances and potential additional charges to the Client for approval before proceeding.

4. Payment Terms

4.1) Establishment Fee: The Client agrees to pay Fixinc a non-refundable establishment fee equivalent to 30% of the total project fee, as outlined in the fee proposal. For amounts under \$20,000, the total amount is due within 14 days of the invoice date or on a date that is accepted by Fixinc in writing and in line with the Client's payment terms.

4.1.1) Overdue Establishment Fee: In the event that the establishment fee remains unpaid for a period of 7 days beyond the due date, Fixinc reserves the right to suspend the Client's program. Furthermore, initially scoped dates and schedules may be subject to removal and/or modification, at Fixinc's discretion.

4.1.2) Establishment Fee (Month 1): An initial payment of 30% of the total project fee, referred to as the "Establishment Fee," is due upon the Client's acceptance of these terms and due within 14 days of the invoice date.

4.1.3) Second Payment (Month 2 / 35%): The second payment, amounting to 35% of the total project fee, shall be due on the 20th day of the month immediately following the establishment fee invoice date.

4.1.4) Third and Final Payment (Month 3 / 35%): The third and final payment, also totalling 35% of the total project fee, is due on the 20th day of the second month following the establishment fee payment.

4.2) Invoice and Payment Due Date: The establishment fee shall be invoiced within two working days upon the Client's acceptance of these terms and conditions by date and signature via the fee proposal. The Client is required to remit payment for the establishment fee within 14 days of the invoice date.

4.3) Consequences of Late Payment: Failure to make payment by the stipulated due dates may result in delays to the project timeline, at the discretion of Fixinc. Fixinc reserves the right to suspend project work, reschedule project milestones, or take other appropriate actions to address late payments. It is the Client's responsibility to ensure the timely remittance of these instalments in accordance with the specified due dates. Failure to do so may result in penalties, an interest fee of 10% of the overdue invoices total due amount calculated daily, and suspension of the program activities.

4.4) Additional Taxes and GST: Fixinc will charge additional taxes for Goods and Services (GST) where applicable and required by law, depending on the jurisdiction of services rendered and the total amount will be reflected in your invoices. If your organisation is tax exempt from taxes or GST for any reason, you must provide evidence of this to Fixinc prior to the invoice being charged.

4.5) Payment Method: Payment must be made to the nominated bank account as specified on the Client's invoice. Any bank fees or charges incurred for international payments to Fixinc's bank account may be borne by the Client.

4.6) Purchase Orders or Supplier Contracts: If the Client requires Fixinc to register as a Supplier (or similar) and / or obtain a purchase order number or identification ('PO number'), the Client understands this must be shared with Fixinc within the invoice due date period and any delays incurred as a result do not override the terms of clause 4.0. It is the sole responsibility of the Client to obtain a PO number in a timely manner for Fixinc accounts (this can be emailed to accounts@fixinc.org once obtained).

4.7) Unpaid Invoices Exceeding 60 days: If invoices remain unpaid for a period in excess of 60 days, Fixinc may seek legal action and remedies to collect payments owed and all services will be cancelled indefinitely at any stage of the program's progress inline with the terms set out in clause 11.0 of the Fixinc Cancellation policy.

5. Travel Expenses

5.1) Travel Costs: The travel expenses may include but are not limited to transportation fees, accommodation charges, and meal expenses necessary for the Fixinc member/s presence at the Client's site, calculated from the Fixinc Head Office location. Fixinc is committed to charging fair and reasonable travel expenses that are relevant to the program and Client's location in relation to a Fixinc office.

5.2) Client's Right to Decline: The Client reserves the right to decline the incurring of travel expenses related to the project. This decision must be communicated in writing to Fixinc before any travel arrangements are made by Fixinc. In the absence of written communication indicating the Client's decision to decline such expenses, Fixinc may proceed with necessary travel arrangements as required for the project.

5.2.1) In the event the Client declines the incurring of travel expenses, Fixinc may be required to change the scope of work and complete specific items virtually.



5.3) Expense Standards: All travel expenses will be incurred in accordance with reasonable business standards and practices.

5.4) Expenses Approval: The Client reserves the right to review and approve the proposed travel arrangements and associated costs. Before incurring any travel expenses on behalf of the Client, Fixinc shall obtain the Client's prior written approval. Fixinc will endeavour to calculate an approximate travel expense cost off of available quotes presented to Fixinc, however the Client accepts fluctuations in price out of Fixinc's control between this period and purchase. Any fluctuations above ten percent (10%) of the original cost will be communicated to the Client for further approval.

5.5) Receipts and Invoices: Fixinc will provide the Client with timely and accurate documentation of all incurred travel expenses. Such documentation shall include receipts, invoices, and any other relevant supporting documents that are provided from the third party supplier relating to the travel expense.

5.6) Payment of Expenses: The Client agrees to pay the accumulated travel expenses promptly upon receipt of the monthly billing statement and within the due date specified on the invoice. Failure to process a payment within the due date may result in suspension of the Program required to consider travel.

5.7) Modification of these Terms and Conditions: Fixinc reserves the right to modify the travel expense policy at any time, provided that reasonable notice is given to the Client of at least thirty (30) days.

5.8) Date of Modification: Any changes to the policy will not affect travel expenses incurred prior to the effective date of the modification.

6. Short Pay Terms and Conditions

6.1) Short Pay Agreement: The Short Pay Agreement ("Short Pay") is entered into on the 30th day proceeding the Client's request to activate the Short Pay with Fixinc. Fixinc and Client shall collectively be referred to as the "Parties."

6.2) Purpose and Understanding: In a business context, a short pay occurs when Fixinc negotiates with a Client to make a payment for goods or services that is less than the originally invoiced amount. This can happen for various reasons, including disputes over the quality of the goods or services, pricing disagreements, damaged goods, or other issues. Short pays are subject to negotiation between Fixinc and the Client and will be documented through written agreements between the Parties.

6.3) Short Pay Request and Negotiation: The Client may request a short pay for itemised services provided exclusively by Fixinc's Consulting practice. The Client must make this request no later than 60 days after the specified Program Item has begun. Any such request will initiate the negotiation process and no Short Pay is applied until agreed by Fixinc.

6.4) Short Pay Approval and Conditions: Upon receiving a request for a Short Pay, Fixinc will review the request and, if deemed appropriate, approve a reduced payment amount on items of the Client's Program. The Parties shall document the agreed-upon short pay terms and conditions in a written agreement. These conditions may include, but are not limited to:

6.4.1) The reason for the short pay.

6.4.2) Specific services or deliverables eligible for a short pay.

6.4.3) The reduced payment amount.

6.4.4) A timeline for the short pay to be processed.

6.4.5) Any concessions or remedies agreed upon by the Parties.

6.5) Credit Memo or Loyalty Points: In some cases, instead of reducing the actual payment, Fixinc may issue a credit memo to the Client or provide equivalent loyalty points to the Client's account. This memo reflects a credit against the amount owed, effectively reducing the outstanding balance.

6.6) Release and Waiver: Upon receipt and signing by the Client of the Short Pay documentation, the Client agrees to sign a release and waiver document, absolving Fixinc from any further liability related to the disputed amount. This release and waiver document shall be provided to the Client by Fixinc upon approval of the Short Pay.

6.7) Trial Period: The Short Pay is only available for initial Programs (the first invoiced Program between both Parties) with Fixinc and will be structured as a trial period during which the Client can assess the quality of Fixinc's work for the first documented Program. If the Client is satisfied with the services provided during this trial period, the second Program will continue without any option for a Short Pay.

6.8) Modification: Fixinc has the right to make any modifications or permanently suspend the Short Pay program without warning to the Client.

7. Fixinc Loyalty Program



7.1) Fixinc Loyalty Program Clauses: These clauses outline the terms and conditions of the Fixinc Loyalty Program ("Loyalty Program"), provided by Fixinc, and made available to the Client as part of the broader Program's Terms and Conditions.

7.2) Complimentary Loyalty Program: Fixinc provides the Client with a complimentary Loyalty Program curated and managed by Fixinc on behalf of the Client. The Loyalty Program is designed to enhance the Client's experience and engagement with Fixinc and is an integral part of our collaboration.

7.3) Loyalty Rewards: The Loyalty Program consists of multiple, flexible, and random rewards associated with the Client's Program with Fixinc. These rewards may include complimentary items that are made up of Loyalty Points, which have a value equivalent to a predetermined percentage of each dollar spent with Fixinc.

7.4) Changes to Loyalty Program Terms: Fixinc reserves the right to change the terms and conditions of the Loyalty Program at any time. Any such changes will be communicated to the Client through the most effective means available at the time, which may include email notifications, website updates, or other forms of communication.

7.5) Earning Loyalty Points: The Client can earn Loyalty Points for various reasons, including but not limited to: Participating in Programs with Fixinc, Timely payment of invoices, Providing Purchase Order (PO) numbers on time, referring Fixinc as a credible supplier to similar businesses or partners, Sharing Fixinc and the collaboration/program on social media channels, Linking to the Fixinc website via the Client's website, providing a logo and permission to share the Client's logo on the Fixinc website.

7.5.1) A full list of activities and their associated points can be found on the Fixinc website, Client portal, or can be requested via email.

7.6) Redemption and Accumulation of Points: the Client can either "cash" or "bank" Loyalty Points. "Cashing" allows them to redeem their current points in exchange for complimentary program items. "Banking" points enables the accumulation of points for future use.

7.7) Expiration of Loyalty Points: Client Loyalty Points will only expire if the Client cancels any and all Programs or work with Fixinc, thereby terminating the professional relationship. As of 2023, Loyalty Points do not expire and can be accumulated indefinitely, provided the Client maintains an active business relationship with Fixinc.

7.8) Program Start Date: The Fixinc Loyalty Program formally commenced on November 1st, 2023. Clients on Programs leading up to that date are not eligible for Loyalty Points unless otherwise agreed by a Director of Fixinc.

7.9) Points Transfer: Loyalty Points cannot be transferred to external parties. However, they can be shared within departments, subsidiaries, subject to prior review and approval by Fixinc.

7.10) Calculation of Points: The calculation of Loyalty Points is at the sole discretion of Fixinc, and the Client agrees to abide by the points assigned as per Fixinc's determination.

7.11) Program Cancellation: Fixinc reserves the right to cancel the Loyalty Program at any time, with at least 30 days' notice to the Client. In the event of program cancellation, the Client's accumulated Loyalty Points will be paused but remain valid until used.

7.12) These Loyalty Program clauses are incorporated into the broader Program's Terms and Conditions and are binding upon the Parties. By participating in the Fixinc Loyalty Program, the Client agrees to abide by these terms and conditions. Fixinc and the Client enter into this agreement willingly and with full understanding.

8. Health & Safety Compliance

8.1) Site Compliance: If any Fixinc personnel enters the Client's premises while carrying out the Client's Program, Fixinc, and its relevant personnel, are committed to full compliance with the Client's site-specific requirements. This compliance shall be in accordance with the most recent site agreement, if any, executed between Fixinc and the Client.

8.2) Occupational Health & Safety (H&S) Responsibility: Fixinc acknowledges the importance of the Client's premises having specific occupational health and safety (H&S) and environmental policies, procedures, and conditions of entry. Fixinc agrees that these measures should be reviewed in conjunction with this Agreement before accessing the site.

8.3) H&S Documentation: The Client understands that no Fixinc employee, contractor, or registered nominated persons will enter the Client's premises without prior receipt of the Client's Health and Safety documentation. Fixinc shall ensure that this documentation is shared and received before their personnel's arrival.

8.4) Client's Right to Enforce Compliance: In the event of any breach of H&S or environment-related obligations by Fixinc or its personnel, the Client reserves the right, without prejudicing its other rights under this Agreement, to require Fixinc and/or its personnel to immediately suspend the supply performance and/or leave the premises.

9. Service Fees and Specifications

9.1) Fee Acceptance: Fees are based on the acceptance of all services outlined in the Fee Proposal and are subject to



the specifications.

9.2) The scope of services is detailed in the Quote section of your proposal and all costs associated are inline with these services only.

10. Service Provision and Delays

10.1) Service Hinderance: Should the Client hinder the provision of prescribed services within 12 months from the commencement date, and for subsequent 12-month periods, the affected services may be forfeited, with associated fees still payable.

10.2) Scope Change and Additional Work: Any work requested by the Client that falls outside the scope defined in the 'Quote' section of the Client's proposal will be considered additional work. This additional work will necessitate the creation of a separate proposal ID outlining the scope, objectives, and deliverables of the requested additional work.

10.3) Additional Fees: The Client acknowledges that additional work may incur extra fees. These fees will be detailed in the additional proposal ID and are separate from the fees associated with the initial program or this proposal.

10.4) Work Pause for Additional Work: In the event that additional work is requested during the course of an ongoing program, Fixinc reserves the right to temporarily pause the execution of the additional work until the initial or relevant program is satisfactorily progressed.

10.5) Proposal Acceptance: The Client's approval of the additional proposal ID indicates acceptance of the scope and associated fees for the requested additional work. Work on the additional work will commence upon receipt of the Client's approval and agreement to the terms outlined in the additional proposal ID.

11. Cancellation and Changes

11.1) Cancellation Policy: Fixinc reserves the right to impose a cancellation fee of 50% of the total session fee if a training activity is cancelled within 7 working days of the confirmed date after the Engagement Meeting. A full fee applies for cancellations made within 24 hours of the training event. These fees are fair and reasonable to cover costs and time associated with the preparation of the Client's Program.

11.2) Change of Services: Any changes to the services or variances from the specifications outlined in the approved Fee Proposal after service commencement must be agreed upon in writing by Fixinc and may lead to a fee adjustment or an additional proposal as mentioned in clause 5.4.

11.3) Cancellation Request and Reason: In the event that the Client requires the cancellation of a program initiated with Fixinc, such a request must be made in writing by a key representative of the Client's organisation. The written request should clearly specify the reasons for the cancellation.

11.4) Acknowledgment of Remaining Fees: The Client acknowledges and agrees that the remaining fees payable are proportionate and fair, considering Fixinc's incurred expenses and costs associated with the execution of the Program up to the point of cancellation.

11.5) Option to Restart the Program: In the event of cancellation, the Client retains the option to restart the program at a later date. However, it is important to note that doing so will be subject to new terms, a revised Proposal ID, and associated costs. Fixinc will endeavour to take into account mitigating factors and previous Programs as consideration when creating a new fee proposal.

12. Services and Contact

12.1) Service Agreement: Services, as defined in the attached Fee Proposal, will be rendered in accordance with the requirements specified in the signed Fee Proposal, prepared by Fixinc and signed by the Client's authorised representative.

12.2) Authorised Signature: Fixinc assumes that any signature affixed to this Agreement or related documents is by an authorised representative of the Client's company, vested with the authority to bind the company to the terms herein.

12.3) No Responsibility for Incorrect Signatures: Fixinc does not bear responsibility for the accuracy or correctness of the signature provided. The Client acknowledges that it is their responsibility to ensure that the signatory has proper authorization. Fixinc assumes all signatures provided are authorised to commence work.

12.4) Payment Obligations: Regardless of the accuracy of the signature, the payment obligations outlined in this Agreement shall remain valid and enforceable. Any payment commitments initiated by the Client's signature, whether accurate or not, are subject to the terms and conditions specified in this Agreement.

12.5) Designated Contact: The Client is to designate a suitable contact person to provide necessary information to Fixinc and coordinate Fixinc's activities on the designated site/s at all times.



12.5.1) Fixinc reserves the right to have continued access to a relevant and authorised member of the Client's company at all times during the program's implementation period. It is the Client's responsibility to ensure that a representative of the Client is available during the program's entire schedule between reasonable business hours.

12.6) Advice-Only Nature: The consulting services provided by Fixinc are advisory in nature and are not intended as directives or guarantees of specific outcomes. The advice offered is based on professional judgement and industry expertise, and the implementation of such advice is at the discretion of the Client.

12.7) No Claims for Disruptive Events: The Client acknowledges and agrees that Fixinc shall not be held liable for any existing, historic, or future claims arising from the outcome of any disruptive event or impact on the Client's business. Fixinc's advice and services are not intended to predict or control the outcome of such events.

12.8) Client's Control over Future Events: The Client acknowledges that any events, decisions, or actions taken by the Client, whether in relation to the consulting services provided by Fixinc or otherwise, are entirely within the Client's control. Fixinc does not possess the ability to influence or direct the outcome of such events, decisions, or actions.

12.9) No Responsibility for Event Outcomes: The Client acknowledges that Fixinc cannot be held responsible for any outcomes, positive or negative, resulting from future events or circumstances, whether related to the services provided under this specific program or otherwise.

13. Use of Client's Logo and Materials:

13.1) Request of Materials: Fixinc wishes to use all Client logos and similar materials in promotional assets including but not limited to the Fixinc website, Fixinc social media accounts, Google (Google My Business), and email marketing.

13.2) Consent and Agreement: Fixinc shall not use any of the Client's materials, including but not limited to the Client's logo and registered business name, in any promotional materials without the Client's prior written consent. The terms herein define the initial agreement by Fixinc regarding the use of such materials.

13.3) Website Usage: When approved by the Client, Fixinc is granted permission to use the Client's logo on its website for promotional purposes. The Client shall provide a high-quality version of their latest logo for this purpose.

13.4) Social Media and Content: Fixinc may use the Client's logo in social media presentations and materials. However, any specific content, imagery, media, or similar that mentions or refers to the Client will not be made public without the Client's prior review and written approval.

13.5) Third-Party Channels: Fixinc may use the Client's materials, including the logo, on third-party channels such as publications, industry bodies, emails, and advertising. However, Fixinc will not do so without the Client's prior awareness and written approval.

13.6) Logo Modification: Fixinc may modify the Client's logo limited to change of colour to align with Fixinc's branding. Such modifications will be presented to the Client for review and written approval.

13.7) Review and Feedback: The Client has the right to review all materials before their use by Fixinc. Furthermore, the Client may provide feedback or a testimonial about their work or program with Fixinc, which Fixinc will promote across its channels.

13.8) Authorised Sign-Off: In the event the Client agrees to collaborate and share materials, an authorised member of the Client's company, who is authorised to sign off on marketing materials, must be provided to Fixinc, including their name, phone number, and email.

13.9) Termination: In the event the Client wishes to terminate any relationship, program, project, engagement, or similar with Fixinc, Fixinc shall promptly remove all materials related to the Client from its website. However, Fixinc cannot guarantee the removal of materials from external sources such as social media or external articles.

13.10) Linking and Attribution: Fixinc shall make every reasonable effort to provide appropriate and relevant links back to the Client's website or social media channels in any materials where the Client's logo or materials are used.

13.11) Assessment of Other Client Materials: The Client has the right to assess any other Fixinc client materials that are promoted across Fixinc's channels. This assessment is based on the understanding that such materials are publicly accessible to all, and the Client may review them to ensure there are no conflicts between businesses.

14. Privacy Statement

14.1) Data Security and Cyber Resilience: Fixinc has implemented rigorous cyber resilience protocols to safeguard the Client's data. However, Fixinc cannot be held responsible for any malicious acts, breaches, or unauthorised access that may compromise the security or confidentiality of the Client's data.

14.1.1) Fixinc will endeavour to notify the Client within reasonable time if Fixinc is made aware of any breach of the Cli-



ent's data.

14.2) Data Handling and Privacy Policy: All terms governing the collection, storage, and processing of data are detailed in Fixinc's comprehensive Privacy Policy, which can be accessed on Fixinc's official website. The Privacy Policy provides specific information about data handling practices, data retention, and data protection measures.

14.3) Data Collection and Use: As part of the Program, Fixinc may collect and process relevant Client data using nominated tools and methods, where appropriate. Fixinc is committed to the responsible and lawful handling of this data for the purpose of executing the Program effectively.

14.4) Client's Right to Data: The Client retains the right to access their data collected during the Program or request its removal at any time. However, the Client acknowledges that such actions may result in the suspension or interruption of the Program, as the data may be integral to its execution.

14.5) Data Retention: Fixinc will retain Client data only for the duration necessary to achieve the objectives of the Program and in compliance with legal requirements. Upon the completion of the Program or upon the Client's request, Fixinc will securely dispose of or anonymize the data in accordance with the Privacy Policy.

14.6) Third-Party Data Sharing: Fixinc will not share or disclose Client data to third parties without the express consent of the Client, unless required by law or for the legitimate purposes of the Program. When third-party sharing is necessary, Fixinc will ensure data privacy and security by imposing confidentiality agreements and security measures.

14.7) Data Breach Notification: In the event of a data breach that affects the confidentiality or integrity of Client data, Fixinc will take prompt action to mitigate the breach and notify the Client as required by applicable data protection laws.

14.8) Data Transfer and International Law: Fixinc may transfer Client data across international borders as required by the nature of the Program. Fixinc will ensure that any such transfers comply with data protection laws and regulations applicable to the regions involved.

14.9) Amendments to Privacy Policy: Fixinc reserves the right to update its Privacy Policy as necessary to reflect changes in data protection laws and practices. Any substantial changes to the Privacy Policy will be communicated to the Client.

14.10) Contact for Data Concerns: For any inquiries or concerns regarding data privacy, security, or the Privacy Policy, the Client may contact Fixinc's designated Data Protection Officer.

14.11) Neither party shall be liable to the other (whether in contract, tort, statute or otherwise) for any Indirect or Consequential Loss arising out of or in connection with this Agreement. 'Indirect or Consequential Loss' includes: loss of profit, revenue, production, opportunity or goodwill; loss of data or corruption of data; loss arising from business interruption; or, any other loss not arising naturally according to the usual course of things.

14.12) Hierarchy of Terms: The Data Privacy Requirements agreement attached as Annexure A forms an integral and binding part of this Agreement. It sets out comprehensive obligations regarding the collection, use, storage, disclosure, security, and management of personal information in accordance with applicable privacy legislation.

14.3) Partial Override Application: In the event of any inconsistency between the main Agreement and the Data Privacy Requirements (Annexure A), the terms of the Data Privacy Requirements shall prevail to the extent of the inconsistency. Annexure A to include the attached Data Privacy Requirements agreement.

15. Intellectual Property

15.1) Ownership of Intellectual Property: Copyright and Intellectual Property in all advice, reports, specifications, calculations, and other documents provided by Fixinc will be vested and remain vested in Fixinc. The Client has a licence to use such Intellectual Property for implementing advice given as part of the services.

15.2) Client's Intellectual Property (IP): In the course of providing consulting services, Fixinc may require access to the Client's intellectual property (IP) or proprietary information. Fixinc is committed to implementing best practice procedures and safeguards to ensure the security and confidentiality of the Client's IP.

15.3) Security Measures: Fixinc employs rigorous security measures to protect the Client's IP. These measures include industry-standard encryption, access controls, and regular security assessments to maintain the integrity and confidentiality of the Client's IP.

15.4) No Responsibility for Unauthorised Access: While Fixinc takes every precaution to safeguard the Client's IP, the Client acknowledges and agrees that Fixinc cannot be held responsible for unauthorised access, data breaches, or breaches of security caused by bad actors or external threats beyond Fixinc's control.

15.5) Non-Disclosure Agreement (NDA): Upon request, Fixinc is prepared to sign a separate Non-Disclosure Agreement (NDA) with the Client. The NDA would outline specific terms and conditions related to the protection of confidential



information and intellectual property.

15.6) Privacy Policy and Terms and Conditions: Fixinc's Privacy Policy and Terms & Conditions are available on our website and govern our approach to data protection and the terms of our engagements. The Client is encouraged to review these documents for further insights into our practices and obligations.

16. Confidentiality

16.1) Confidential Information: Each party will treat the other party's confidential information as such and will not disclose, copy, reproduce, or make use of it except as required for the execution of the services or with prior written approval.

16.2) Confidential Information: The Client acknowledges that during the course of our engagement, they may gain access to confidential information, trade secrets, proprietary methods, and other private materials belonging to Fixinc ("Confidential Information").

16.3) Non-Disclosure Obligation: The Client undertakes not to disclose, distribute, reproduce, or share any Confidential Information of Fixinc without explicit written consent from Fixinc.

16.4) Protection of Trade Secrets: The Client shall exercise due diligence in safeguarding Fixinc's trade secrets and ways of doing business, refraining from any action that could compromise or misappropriate these valuable assets.

16.5) Consent for Sharing: If the Client intends to share any Confidential Information or proprietary materials, they must obtain express written consent from Fixinc prior to such sharing.

16.6) Legal Measures for Violations: The Client acknowledges that any unauthorised disclosure or misuse of Fixinc's Confidential Information may result in legal action to protect Fixinc's interests and seek appropriate remedies.

17. Non Disclosure Agreement

17.1) Interpretation: In this Agreement the following words and expressions shall have the following meanings:

17.1.1) "The Purpose" means discussions and negotiations relating to Fixinc partner program.

17.1.2) "Confidential Information" means any information which is made available by or on behalf of the Disclosing Party to the Receiving Party which the Receiving Party knows to be confidential (whether because it has been characterised as such by the Disclosing Party or otherwise), whether such information is made available directly or indirectly (by way of example only, by inspection) and whether made available orally, in writing, magnetically, by electronic transmission, or by any other means.

17.1.3) "Disclosing Party" means in relation to any Confidential Information whichever of the parties hereto shall have disclosed that information to the other party and references to the Disclosing Party shall be deemed to include any party which is wholly or partly owned or controlled by such party or related to or affiliated with such party in any way.

17.1.4) "Receiving Party" means in relation to any Confidential Information whichever of the parties hereto shall have received that information from the other Party and references to the Receiving Party shall be deemed to include any officer, employee and professional adviser of the Receiving Party.

17.2) Undertaking: Each Party acknowledges that the Confidential Information is a valuable, special and unique asset of the Disclosing Party and agrees that for a period of 3 years from the date the Confidential Information is disclosed the Receiving Party will:

17.2.1) keep secret and confidential all Confidential Information received by it;

17.2.2) use the Confidential Information received;

17.2.3) not use, copy, adapt, alter, disclose or part with possession of or apply the Confidential Information or any portion of it for any purpose other than the Purpose without the prior written approval of the Disclosing Party in each instance;

17.2.4) not at any time copy, disclose, or otherwise make available to any third party any of the Confidential Information without the prior written consent of the Disclosing Party in each instance (even if such party is under a similar restriction on disclosure with the Disclosing Party), other than:

17.2.4.1) to those of the Receiving Party's directors, officers or employees who need to know such Confidential Information in order to fulfil the Purpose and who have been made aware of and accept the provisions of this undertaking; and

17.2.4.2) to those of the Receiving Party's professional advisers who have been made aware of and accept the provisions of this undertaking;



17.2.5) use at least the same degree of care to protect the confidentiality of all Confidential Information it receives as it uses to protect its own confidential information including by securely storing all Confidential Information in its custody or control. However in no event shall the Receiving Party use less than a reasonable degree of care to protect Confidential Information received from the Disclosing Party;

17.2.6) at the request of the Disclosing Party return or destroy at the Receiving Party's own expense the Confidential Information received by it together with any copies in its possession or control or in the possession or control of its directors, officers, employees or professional advisers, and shall erase any Confidential Information in any materials or documentation prepared or which has been recorded in all media, and the Receiving Party shall provide a declaration signed by a duly authorised officer certifying that all such Confidential Information has been destroyed or returned.

17.3) No Application: The undertakings at clause 17.1 to 17.2.6 above shall not apply to any Confidential Information which:

17.3.1) is in the public domain at the date of its disclosure or subsequently becomes public knowledge in any way other than in breach of this Agreement;

17.3.2) the Receiving Party can show to have been in its possession prior to receipt from the Disclosing Party;

17.3.3) has been is now or later is independently developed by the Receiving Party without use of or resort to the Confidential Information and can be so proven by written records;

17.3.4) the Receiving Party is required to disclose by any court order or government or regulatory action, provided that the Receiving Party gives the disclosing party at least ten days written notice of such order or action.

17.4) Considerations: If only a portion of the Confidential Information falls within sub-clauses 17.3.1 to 17.3.4 then the undertakings at clause 17.1 to 17.2.6 shall not apply only to that portion.

18. Indemnification and Liability

18.1) Indemnification: Each party will indemnify the other from liabilities, claims, demands, damages, and losses arising from wilful acts, omissions, neglect, misconduct, or material breaches of the agreement.

19. Warranty and Termination

19.1) Limited Warranty: Fixinc provides no warranties or guarantees regarding service performance except as required by law or explicitly stated in the agreement.

19.2) Client's Obligations: If the Client fails to proceed with services or provide necessary information within a specified timeframe, Fixinc may terminate the agreement, with costs payable by the Client.

20. Force Majeure

20.1) Affected Parties: A party affected by a Force Majeure Event (Affected Party) is not liable to the other to perform any obligations under this Agreement to the extent that such failure is caused or due to a Force Majeure Event provided that;

20.1.1) the Affected Party has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations under this Agreement, and;

20.1.2) given the other party prompt notice (as soon as reasonably possible and no later than five business days after the Affected Party becomes aware that a Force Majeure Event has taken place or is likely to take place) of the full particulars of the Force Majeure Event including the nature of the event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations, and the steps taken or to be taken to rectify it (if possible) or minimise the impact of the Force Majeure Event.

20.2) Obligations to All Parties: The obligations under this Agreement are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

20.3) Force Majeure Effects: The affected party must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. For the avoidance of doubt, this does not require a party to settle any industrial dispute in any way that it considers inappropriate. During any period in which the affected party is not performing obligations because of a claimed Force Majeure Event, the other party may (but is not obliged to) obtain the Goods and/or Services from any other source without incurring any liability to the affected party.

20.4) No Liability: If a Force Majeure Event continues for more than 20 days (unless otherwise agreed by the parties in writing), either party may terminate this Agreement by giving at least 14 days' notice to the other party. In the event of termination under this clause, neither party is liable to the other except to the extent of any rights or obligations which accrued before the termination.



21. Governing Law and Entire Agreement

21.1) Governing Law: This agreement shall be governed by the laws of New Zealand.

21.2) Entire Agreement: This Fee Proposal, Terms & Conditions, Privacy Policy and supporting documents constitute the entire agreement and supersede all prior agreements and negotiations.

22. Modification and Survival

22.1) Modification: No modification, amendment, waiver, or termination of this agreement is binding unless confirmed in writing by both parties.

22.2) Survival: Any warranties, indemnities, or licences made under this agreement survive its termination.

Dare to thrive



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
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
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