



Formal proposal

# Business Continuity Program 2025-2026

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Presented to  
Encube Ethicals Pvt. Ltd.

Addressed to  
Harsh Khandelwal

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Valid until  
September 12th 2025

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Presented by  
Brad Law



# Proposal Contents.

## Section 1: Introduction

|                                |        |
|--------------------------------|--------|
| Executive Summary              | Page 3 |
| Video Summary of your Proposal | Page 4 |
| Program Standards              | Page 5 |

## Section 2: Program Components

|  |               |
|--|---------------|
| Phase 1 - Engagement Meeting                     | Pages 7 - 8   |
| Phase 2 - Business Continuity Policy & Framework | Pages 9 - 10  |
| Phase 3 - BIA and Threat Assessment              | Pages 11 - 12 |
| Phase 4 - Business Continuity Plan               | Pages 13 - 14 |
| Phase 5 - Incident Management Training           | Pages 15 - 16 |
| Phase 6 - Scenario Exercise                      | Pages 17 - 18 |
| Program Schedule                                 | Pages 19 - 21 |

## Section 3: About Fixinc

|                            |               |
|----------------------------|---------------|
| About Fixinc               | Page 22       |
| Contact Fixinc             | Page 23       |
| Case Studies & Credentials | Pages 24 - 30 |
| Technology                 | Pages 31 - 33 |
| Loyalty Program            | Page 34       |
| Project Team               | Pages 35 - 39 |
| FAQs                       | Pages 40      |
| Investment & Signature     | Pages 41 - 43 |
| Terms and Conditions       | Pages 44 - 52 |



# Executive summary by Brad Law.



Dear Harsh,

Thank you for the opportunity to present Encube Ethicals (Encube) with a proposal for Business Continuity Management services. It is our pleasure to introduce you to our team and detail our approach to supporting your organisation on this important journey.

Encube has identified the need to update its business continuity program to ensure the appropriate level of preparedness in the event of a business disruption. In turn, this will enhance staff capability and help foster a culture of resilience against an evolving threat landscape.

**The key elements of our proposal include:**

- Business Continuity Policy & Framework
- Business Impact Analysis and Risk Assessment
- Business Continuity Plan Development
- Incident Management Training
- Scenario Desktop Exercise

A fit-for-purpose program validation, built on clear recovery priorities, dependencies, and strong stakeholder engagement, will increase confidence in Encube's response capabilities and meet stakeholder expectations. It will also ensure your organisation begins its journey toward building resilience maturity in a challenging world.

In the following sections, you will find our approach to Business Continuity and how Fixinc enhances people's capabilities during times of adversity. The document outlines our scope, outputs, references, company information, FAQs, and additional details you may find valuable. Both the digital and print versions of this proposal offer a glimpse into the level of quality we deliver every day.

At Fixinc, we are a boutique, people-first advisory firm. We keep our client relationships and team structure intentionally streamlined, allowing our senior advisors to dedicate unparalleled commitment and attention to each program.

Clients experience a tailored, personal relationship with us. We are known for proactively checking in with contacts during potential disruptions, regardless of ongoing work. All activities and services are performed to ISO-level standards and supported by our intelligent in-house technology solutions, which enhance efficiency and implementation tenfold. This is why we're widely regarded as one of the most reliable and dedicated resilience advisors in the market.

Fixinc has extensive experience working within the manufacturing sector. We have a deep understanding of the unique risks and threat landscape Encube navigates daily. Our Business Continuity and Crisis Management services are specifically designed to address manufacturing risks.

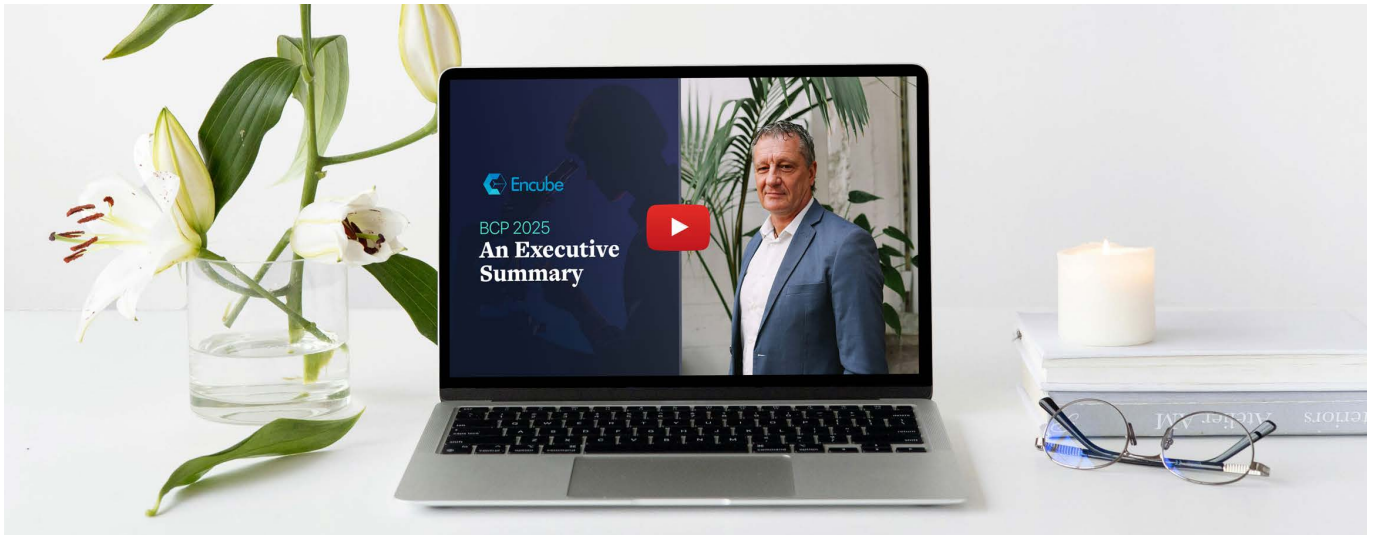
Harsh, at Fixinc, our mission is to modernise the resilience profession. We aim to make every organisation at least 1% more resilient, every day. We stake our careers and reputation on the excellence of our services, providing you with the assurance that robust measures are in place to address any business disruptions.

Thank you once again for the opportunity to submit this proposal. The team and I look forward to the prospect of working with you soon. Please don't hesitate to contact me directly if you have any questions.

Yours sincerely,

Brad Law  
Co-Founder & Head of Consulting



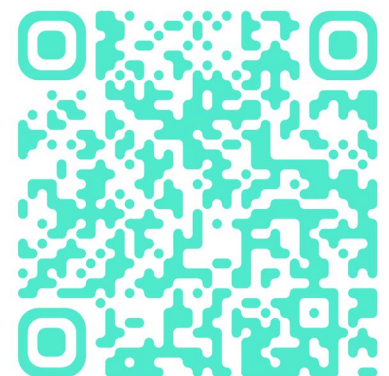


## Video summary of our proposal.

We have provided Encube this proposal as well as a short executive summary video by Brad Law. This video is an efficient way to review how we will approach your program. Please feel free to share this with any stakeholders who may value it. It is unlisted, but can be shared freely.

**Link to the Encube Executive Summary video**  
[www.fixinc.link/encube-exec-video](http://www.fixinc.link/encube-exec-video)

## Scan this QR code to watch your Executive Summary of our proposal.





# 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.



Learn more about Fixinc via  
[www.fixinc.io](http://www.fixinc.io)



# Program Scope Outline.

**Phase 1** Engagement Meeting

**Phase 2** Business Continuity Policy and Framework

**Phase 3** Business Impact Analysis and Threat Assessment

**Phase 4** Business Continuity Plan

**Phase 5** Incident Management Training

**Phase 6** Scenario Exercise

In the following pages, we will provide you a detailed overview of each component in your Business Continuity Program. The extensive information will provide you insight on how we approach each discipline required to build resilience maturity. We will document the duration, proposed start date, investment, and scope.



## Phase one.

# Engagement Meeting.

### Stage duration

1 week<sup>1</sup>

### Your Commitment

1 hour<sup>2</sup>

### Proposed start date

25/08/2025<sup>3</sup>

### 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 prioritize 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 this will be finalised during the Engagement Meeting.





# 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.





Phase two.

# Business Continuity Policy and Framework.

## Stage duration

1 week

## Your Commitment

2 days

## Proposed start date

01/09/2025

## Key scope highlights

- Agree the definition and objectives for BC within the organisation.
- Agree the scope of the BC program.
- Identify and agree on the standards or guidelines that will be used as a benchmark.
- Draft the new or revised policy.
- Circulate the draft policy for consultation with top management.
- Facilitate the approval and sign off of the policy by top management.
- Ensure the approved policy is communicated to all interested parties.

Based on the outcomes of the engagement meeting, Fixinc will develop the recommended Policy and Framework for approval.

The Policy and Framework will define the implementation and management approach for the Business Continuity Program, ensuring to align it with best practice standards or guidelines.



# Business Continuity Policy and Framework (continued).

The policy and framework will include the following:

## Purpose and Scope

- Purpose: Clear statement of the purpose of the policy.
- Scope: Defines the coverage of the policy, including business functions, geographic locations, and any exclusions.

## Objectives

- Business Continuity Objectives: Specific goals that the policy aims to achieve, such as minimizing downtime and ensuring the safety of personnel.

## Roles and Responsibilities

- Leadership Roles: Identification of individuals or teams responsible for oversight and implementation of the business continuity plan.
- Staff Responsibilities: Roles of employees in executing and maintaining the business continuity measures.

## Business Impact Analysis (BIA)

- Critical Business Functions: Identification and prioritization of critical business processes.
- Impact Assessment: Evaluation of the potential impact of disruptions on business operations.

## Risk Assessment

- Risk Identification: Potential risks that could disrupt business operations.
- Risk Mitigation Strategies: Measures to reduce the likelihood and impact of identified risks.

## Business Continuity Strategies

- Recovery Strategies: Detailed plans for restoring critical business functions.
- Resource Allocation: Identification of necessary resources (personnel, technology, facilities).

## Recovery Plans

- Detailed Recovery Procedures: Step-by-step procedures for recovering business operations.
- Timeframes: Estimated recovery times for critical functions.

## Training and Awareness

- Training Programs: Regular training schedules for staff on business continuity procedures.
- Awareness Campaigns: Initiatives to keep all employees informed about business continuity practices.

## Testing and Exercising

- Test Types: Different types of tests (e.g., tabletop exercises, full-scale drills).
- Frequency: Regular testing schedules to ensure plans are effective and up-to-date.

## Plan Maintenance

- Review Cycle: Regular review and update schedules for the business continuity plan.
- Continuous Improvement: Mechanisms for incorporating lessons learned from tests and actual incidents.

## Compliance and Audit

- Regulatory Requirements: Adherence to relevant laws, regulations, and industry standards.
- Audit Processes: Regular audits to ensure compliance and effectiveness of the business continuity plan.



For more details on BC Policy, visit  
[fixinc.io/disciplines/policy-and-framework](https://fixinc.io/disciplines/policy-and-framework)



# Business Impact Analysis and Threat Assessment.

## Stage duration

4 weeks

## Your Commitment

2 weeks: Business Unit Managers attend 1 hour BIA/RAR meeting

## Proposed start date

22/09/2025

## Key scope highlights

The main technique used for the analysis of an organisation for business continuity purposes may include the following:

- An initial BIA to provide a high-level analysis that can be used to develop a framework for the more detailed BIAs.
- A product and service BIA to identify and prioritise products and services and determine the organisation's business continuity requirements at a strategic-level.

- A process BIA to determine the process or processes required for the delivery of the organization's prioritised products and services.
- An activity BIA to identify and prioritise the activities that deliver the most urgent products and services, and to determine the resources required for the continuity of these activities.

During the BIA meetings, Fixinc will collaborate with business unit managers to identify the critical business functions within their areas of responsibility. Following the meetings, managers will have the opportunity to review the findings with their teams and finalise the BIA.



For more details on BIAs, visit  
[fixinc.io/disciplines/business-impact-analysis](https://fixinc.io/disciplines/business-impact-analysis)



# Business Impact Analysis and Threat Assessment (continued).

A clear understanding of your key priorities and dependencies are essential to build effective business continuity strategies. To achieve this, Fixinc will develop a Business Impact Analysis (BIA) through the facilitation of consultative interviews with business unit representatives.

For each area of the business that undertakes the BIA, outcomes of the BIA process will include confirmation of:

- All mission-critical functions
- Allowable outages and recovery timeframes for each critical function
- Resource requirements and critical dependencies
- Prioritisation of all identified risks based on likelihood and impact ratings.
- Grouping and prioritisation of risks into key disruption scenarios.

As part of the BIA process, Fixinc will also facilitate a threat assessment using our proprietary threat forecasting tools to assess relevant business continuity vulnerabilities and plausible disruption scenarios that may impact critical business functions, as identified in the BIAs. This will include:

- Prioritise the organisation's products and services by determining the MTPD for each.
- Prioritise the process or processes required to deliver the organization's most urgent products and services, including identification of the activities that make up those processes, if required.
- Prioritise the activities that deliver the most urgent products and services, and determine the resources required for the continuity of these activities following an incident, as well as their interdependencies.
- Perform a final analysis or consolidation of analyses which should lead to the determination of business continuity requirements.
- Identification and categorisation of disruption related threats.
- Review of likely causes, existing controls and potential impacts.





# Business Continuity Plan.

## Stage duration

4 weeks

## Your Commitment

2 weeks

## Proposed start date

03/11/2025

## Key scope highlights

The key requirements for implementation of an effective business continuity plan are as follows:

- An ability to recognise and assess existing and potential threats when they occur and to determine an appropriate response.
- A response structure in place for the activation, escalation, and control of the organization's response.
- Personnel with the authority and competency to implement the agreed solutions and measures.

- An ability to communicate effectively between internal and external interested parties.
- Access to sufficient resources to support the agreed continuity solutions.

Upon completion of the BIAs, Fixinc will develop Business Continuity Plans (BCP) for US Generics, CDMO, and India Business units tailored to the unique operational requirements and structure of the organisation.



# Business Continuity Plan (continued).

The business continuity plans will include simple and easy-to-use documentation in the form of action plans covering business recovery and resumption considerations for all relevant disruption scenarios. Plans will also closely align with existing crisis management, emergency management, risk management, IT and operational measures to ensure an integrated outcome.

This will deliver a standardised and integrated protocol for dealing with business disruptions and will include:

- Establishment of required command and control structures, including management roles and responsibilities.
- Communication strategies and supporting templates.
- Incident Assessment tools to measure the severity of an event.
- Impact assessment tools to measure the scale and nature of damage to business operations.
- Practical checklists for immediate operational tasks and escalation procedures to aid with decisions.
- Staff management plans to assist with relocations and recovery of work priorities.
- Resource management plans to effectively coordinate recovery efforts.
- Identification of alternate accommodation and process workarounds.
- Recovery strategies in the form of highly practical checklists, supported by reference procedures.
- Resumption strategies to resume business as usual operations.
- Other supporting tools, documents, and reference materials.



**For more details on BCPs, visit**  
[fixinc.io/disciplines/business-continuity-plan](http://fixinc.io/disciplines/business-continuity-plan)



# Incident Management Training.

## Stage duration

2 weeks

## Your Commitment

3 hours

## Proposed start date

26/01/2026

## Key scope highlights

- Incident Management Training Session.
- Complete interactive incident response activities.
- Attend 3-hour training session in India and USA.

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



For more details on Incident Management Training, visit [fixinc.io/disciplines/incident-management-team-training](https://fixinc.io/disciplines/incident-management-team-training)



# Incident Management Training (continued).

Suitable for staff with overall incident 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.

The session will deliver the following key outputs:

## **Understand the current threat Environment:**

- World Economic Forum Report
- Focused Risks
- Risk Activity

## **Identify Incident Management Principles:**

- Incident Response Diamond
- What is an Incident
- Phases of an Incident
- Incident assessment activity

## **Demonstrate use of the Business Continuity Plan:**

- Initial Actions
- Active Resources
- Manage the Incident
- Stand Down
- Post Incident Review
- Situational Awareness Activity





# Phase six.

## Scenario Exercise.

### Stage duration

6 weeks

### Your Commitment

3 hours

### Proposed start date

26/01/2026

### Key scope highlights

- Review and approve exercise plan.
- Review and approve scenario and run sheet.
- Attend 3-hour desktop scenario exercise in India and USA
- 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.



For more details on Scenario Exercises, visit  
[fixinc.io/disciplines/desktop-scenario-exercises](https://fixinc.io/disciplines/desktop-scenario-exercises)



# 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.



## Program Schedule.

In the following pages, we will provide an indicative outline of the program's implementation schedule. These dates will help visualise what the final implementation may look like.

**The following schedule is an example only. Final dates will be agreed during our Engagement Meeting with you.**

**Fixinc operates at a highly efficient level. Programs are done exemplarily, and on time.**



## Project Engagement.

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

### 25 - 27 August 2025

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 28  | 29  | 30  | 31   | 1   | 2   | 3   |
| 4   | 5   | 6   | 7    | 8   | 9   | 10  |
| 11  | 12  | 13  | 14   | 15  | 16  | 17  |
| 18  | 19  | 20  | 21   | 2   | 23  | 24  |
| 25  | 26  | 27  | 28   | 29  | 30  | 31  |

## BC Policy and Framework.

- Agree the definition and objectives for business continuity within the organisation.
- Agree the scope of the business continuity program.
- Identify and agree on the standards or guidelines that will be used as a benchmark.
- Draft the new or revised policy.
- Circulate the draft policy for consultation with top management.
- Facilitate the approval and sign off of the policy by top management.
- Ensure the approved policy is communicated to all interested parties.

### 9 September - 16 September 2025

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 1   | 2   | 3   | 4    | 5   | 6   | 7   |
| 8   | 9   | 10  | 11   | 12  | 13  | 14  |
| 15  | 16  | 17  | 18   | 19  | 20  | 21  |
| 22  | 23  | 24  | 25   | 26  | 27  | 28  |
| 29  | 30  | 1   | 2    | 3   | 4   | 5   |

## BIA and Threat Assessment.

The main technique used for the analysis of an organisation for business continuity purposes may include the following:

- An initial BIA to provide a high-level analysis that can be used to develop a framework for the more detailed BIAs.
- A product and service BIA to identify and prioritise products and services and determine the organisation's business continuity requirements at a strategic-level.
- A process BIA to determine the process or processes required for the delivery of the organization's prioritised products and services.
- An activity BIA to identify and prioritise the activities that deliver the most urgent products and services, and to determine the resources required for the continuity of these activities.

### 22 September - 20 October 2025

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 1   | 2   | 3   | 4    | 5   | 6   | 7   |
| 8   | 9   | 10  | 11   | 12  | 13  | 14  |
| 15  | 16  | 17  | 18   | 19  | 20  | 21  |
| 22  | 23  | 24  | 25   | 26  | 27  | 28  |
| 29  | 30  | 1   | 2    | 3   | 4   | 5   |
| 6   | 7   | 8   | 9    | 10  | 11  | 12  |
| 13  | 14  | 15  | 16   | 17  | 18  | 19  |
| 20  | 21  | 22  | 23   | 24  | 25  | 26  |
| 27  | 28  | 29  | 30   | 31  | 1   | 2   |





## Business Continuity Plan.

The key requirements for implementation of an effective business continuity plan are as follows:

- An ability to recognise and assess existing and potential threats when they occur and to determine an appropriate response.
- A response structure in place for the activation, escalation, and control of the organization's response.
- Personnel with the authority and competency to implement the agreed solutions and measures.
- An ability to communicate effectively between internal and external interested parties.
- Access to sufficient resources to support the agreed continuity solutions.

### 3 November - 28 November 2025

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 27  | 28  | 29  | 30   | 31  | 1   | 2   |
| 3   | 4   | 5   | 6    | 7   | 8   | 9   |
| 10  | 11  | 12  | 13   | 14  | 15  | 16  |
| 17  | 18  | 19  | 20   | 21  | 22  | 23  |
| 24  | 25  | 26  | 27   | 28  | 29  | 30  |

## Incident Management Training.

- Incident Management Training Session
- Complete interactive incident response activities
- Attend 3-hour training session in India and USA

### 26 - 31 January 2026

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 29  | 30  | 31  | 1    | 2   | 3   | 4   |
| 5   | 6   | 7   | 8    | 9   | 10  | 11  |
| 12  | 13  | 14  | 15   | 16  | 17  | 18  |
| 19  | 20  | 21  | 22   | 23  | 24  | 25  |
| 26  | 27  | 28  | 29   | 30  | 31  | 1   |

## Scenario Exercise.

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

### 26 - 31 January 2026

| Mon | Tue | Wed | Thur | Fri | Sat | Sun |
|-----|-----|-----|------|-----|-----|-----|
| 29  | 30  | 31  | 1    | 2   | 3   | 4   |
| 5   | 6   | 7   | 8    | 9   | 10  | 11  |
| 12  | 13  | 14  | 15   | 16  | 17  | 18  |
| 19  | 20  | 21  | 22   | 23  | 24  | 25  |
| 26  | 27  | 28  | 29   | 30  | 31  | 1   |



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.



For more about us, visit  
[fixinc.io/about](https://fixinc.io/about)



# 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 Monday to Friday, from 7am till 8pm NZT.

He bases himself in our NZ and Malaysia office.

✉ brad@fixinc.org

☎ (+64) 0800 349 462

🌐 linkedin/in/bradlawmbci

📞 027 365 5824



### Christchurch, New Zealand

Unit 4, Level 1, 270 Saint Asaph St.

nz@fixinc.org

0800 349 462

www.fixinc.io/contact/christchurch



### Kuala Lumpur, Malaysia

Equatorial Plaza, Jalan Sultan Ismail

my@fixinc.org

0485 859 092

www.fixinc.io/contact/kuala-lumpur



### Sydney, Australia

Unit 4, Level 1, 270 Saint Asaph St.

au@fixinc.org

0485 859 092

www.fixinc.io/contact/sydney



### London, United Kingdom

Hybrid

uk@fixinc.org

020 3883 1394



For more details on how to contact us, visit  
[fixinc.io/contact](https://www.fixinc.io/contact)



# Case Studies and Credentials.

## NV1 Clearance

Holder of the AGSVA Negative Vetting Level 1 Security Clearance

## 106 BCPs

Business Continuity Programs delivered since 2016.

## BCI Awarded

MBCI accredited and regional awards by the BCI.

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.

### Assurance Statement

All programs with Fixinc come with our unique Assurance Statement. This document is a signed and dated letterhead by Fixinc that confirms the work and relationship we have formalised, often used to share with stakeholders and investors. It details our credentials as well as the level of resilience maturity we have measured you against.



**Further references & case studies available upon request.**





# rakon

## Business Continuity Program.

Hugh Tucker

Head of Risk

[hugh.tucker@rakon.com](mailto:hugh.tucker@rakon.com)

## Centum Rakon India Pvt. Ltd.

### Program Details.

The scope of the program was to deliver a Business Continuity Program to Rakon Manufacturing site in Bangalore.

The program was delivered on site and via remote meetings.

#### Phase 1:

- Develop Business Continuity Policy and Framework.
- Facilitate Business Impact Analysis (BIA) meetings.
- Develop site business continuity plan Bangalore site.

#### Phase 2:

- Deliver Business Continuity training for BC Teams.
- Deliver Business Continuity scenario exercises.
- Exercise setup.
- Exercise delivery.

#### Phase 3:

- Exercise debrief sessions including training.
- Exercise report delivery.



# Business Continuity Management Program.

choon hian chua (CH)

Vice President

choon-hian.chua@global.ntt

## NTT Program Details.

Deliver a Business Continuity Program across Global Data Centres (GDC) in India, South Africa, and Czech Republic to reach ISO 22301 accreditation.

### Phase 1:

- Develop Business Continuity Policy and Framework.
- Facilitate Business Impact Analysis (BIA) meetings.
- Develop GDC business continuity plans for NTT.

### Phase 2:

- Deliver Business Continuity training for BC Teams.
- Deliver Business Continuity scenario exercises.
- Exercise setup.
- Exercise delivery.

### Phase 3:

Exercise debrief sessions including training.

### Phase 4:

- Prepare for external ISO 22301 audit.
- Facilitate engagement with external audits for ISO 22301.
- Successfully acquire and maintain ISO 22301 accreditation of 3 years.



# Business Continuity Management Program.

David Redden

Security Operations Officer

david.redden@uts.edu.au

## University Technology Sydney

### Program Details.

Deliver a Business Continuity Program across 40 Business Units and Faculties at UTS.

#### Phase 1:

- Develop Business Continuity Policy and Framework.
- Facilitate Business Impact Analysis (BIA) meetings.
- Develop business unit and faculty business continuity plans for UTS.

#### Phase 2:

- Deliver Business Continuity training for BC Teams.
- Deliver Business Continuity scenario exercises.
- Exercise setup.
- Exercise delivery.

#### Phase 3:

Exercise debrief sessions including training.



# OPTUS

## Business Continuity Training (CBCI).

**Razia Namazie**

Associate Director, Risk and Resilience

razia.namazie@optus.com.au

## Optus (Singtel) Program Details.

The scope of the program was to deliver Business Continuity Training for Optus networks 40 Business Continuity Champions to enable them to sit and pass the Business Continuity Institutes CBCI course.

The program was delivered on site at Optus Head Office in Sydney.

### Phase 1:

- Develop Business Continuity Training package.

### Phase 2:

- Deliver Business Continuity Training for Optus Network for 40 Business Continuity Champions.
- Facilitate and proctor a 120 question CBCI exam.



# Business Continuity Program.

**Steve Vandenberg**

Senior Vice President – Digital Technology

steve.vandenberg@oceanagold.com

## OceanaGold Program Details.

The scope of the program was to deliver a Business Continuity Program to OceanaGold mining sites across, New Zealand, Philippines and North American.

The program was delivered on site and via remote meetings.

### Phase 1:

- Develop Business Continuity Policy and Framework.
- Facilitate Business Impact Analysis (BIA) meetings.
- Develop site business continuity plans for mine sites.

### Phase 2:

- Deliver Business Continuity training for BC Teams.
- Deliver Business Continuity scenario exercises.
- Exercise setup.
- Exercise delivery.

### Phase 3:

- Exercise debrief sessions including training.
- Exercise report delivery.
- Exercise report delivery.





# Crisis Management Training & Exercise.

Kris Stead

Global Training & Compliance Manager

kris.stead@edlenergy.com

## Energy Development Limited (EDL)

### Program Details.

The scope of the program was to deliver a Crisis Management training and exercise to satisfy EDL requirements.

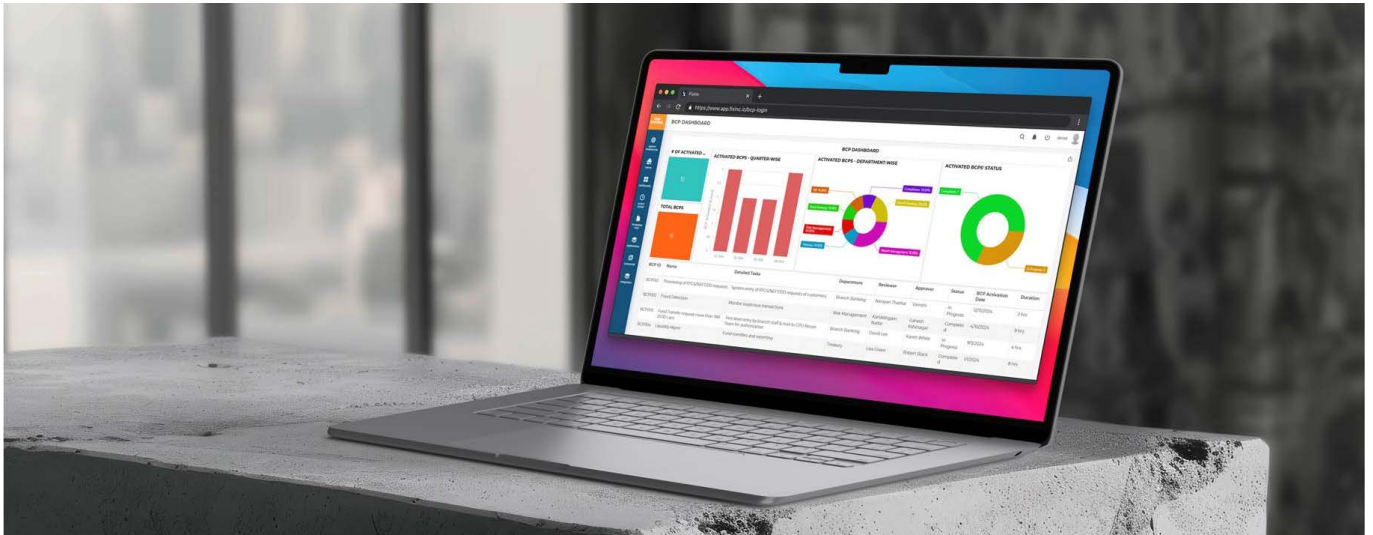
The program was delivered on site.

#### Phase 1:

- Develop Crisis Management Training
- Develop Crisis Management cyber exercise

#### Phase 2:

- Deliver Crisis Management training for CM Teams.
- Deliver Crisis Management scenario exercises.



## Our Technology solutions.

Fixinc recognizes the growing need for organizations 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.

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



Explore all of our tech solutions via  
[fixinc.io/technology](http://fixinc.io/technology)



# 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.

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 organization the ability to communicate, manage, and record the preparation and response to any event, completely virtually.**

20+ Years

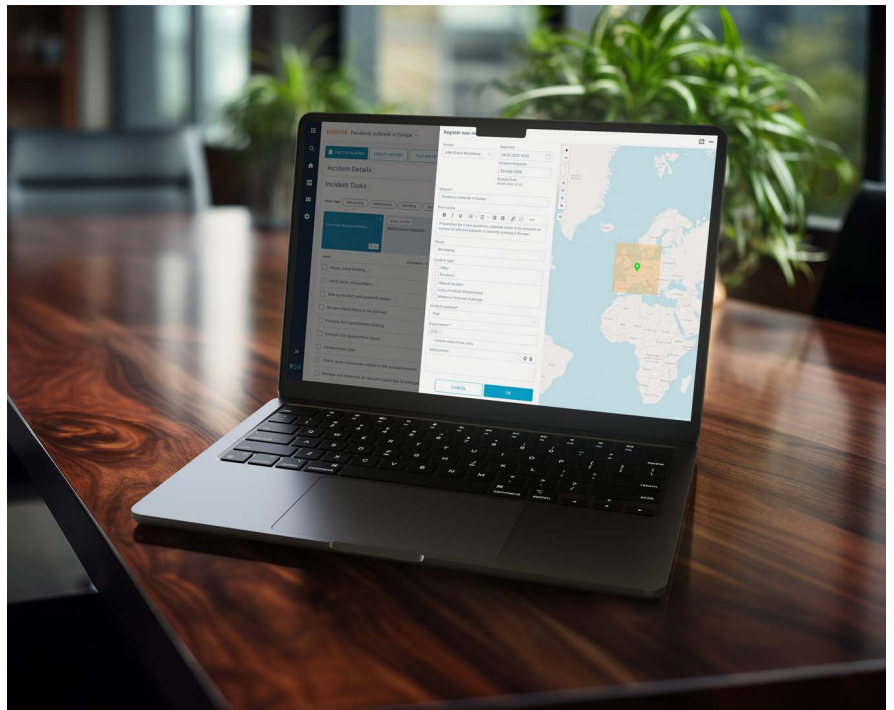
in the market.

42%

of STOXX Europe 50 companies use F24.

100%

DSGC-Compliant.



Learn more about F24 via  
[fixinc.io/technology/f24](http://fixinc.io/technology/f24)



# Digital BIA.

## No more spreadsheets

## Get what's critical, right now.

We've built a clever online business impact analysis (BIA) tool allowing response teams to filter critical functions and RTOs within milliseconds. A functional, valuable component of your response toolkit.

Professionals familiar with a BIA will recognise it as a traditional spreadsheet format. While still paying homage to a time-tested but traditional approach, we've modernized BIAs by incorporating automations, artificial intelligence, and clever filtering processes to transform a BIA into a practical tool.

When a crisis leader is navigating an event, simplicity in the process is crucial. We have prioritized the delivery of your BIAs to our Portal through a straightforward layout, utilizing filtering to facilitate a basic understanding of your critical vulnerabilities in real-time.

## 12 seconds

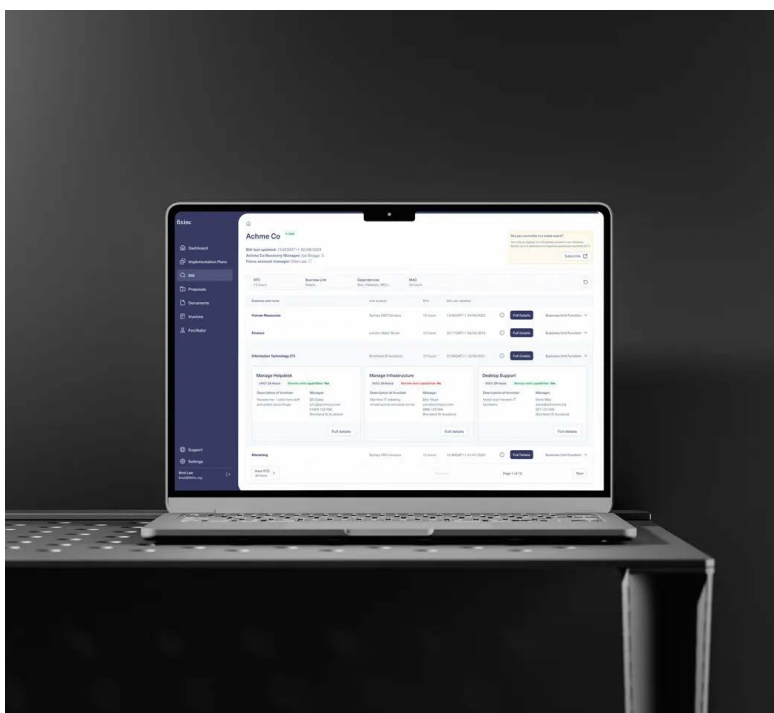
to log in and filter your critical functions.

## 100%

visibility of internal and external vulnerabilities.

## 99.99%

uptime ensuring your BIA is there when you need it.



Learn more about our BIA solution via  
[fixinc.io/technology/business-impact-analysis](https://fixinc.io/technology/business-impact-analysis)



# 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 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.

3,720

points earned on this program

Unlimited

points available as a client of Fixinc

**Every dollar invested in Fixinc generates more services. Use your points to evolve your resilience indefinitely.**



Learn more about the loyalty program via [fixinc.io/loyalty-program](https://fixinc.io/loyalty-program)





# Your project team.

Fixinc is boutique, which means we ensure that our annual client base and project work is modest and manageable. 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 our team will review your organisation thoroughly. This means we know you as well as you do.

**[Let us introduce you to them in the following pages.](#)**

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# Every advisor on our team comes with decades of experience. Their commitment to resilience is second to none.



## 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

## 36 years

industry experience supporting the likes of



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.



See Brad's online bio via  
[fixinc.io/bios/brad-law](http://fixinc.io/bios/brad-law)



# Bio

## Ollie Law.

Co-Founder and Managing Director

17 years

industry experience supporting the likes of



GCHQ



OPTUS

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

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.



See Ollie's online bio via  
[fixinc.io/bios/ollie-law](http://fixinc.io/bios/ollie-law)



## Bio Martin Petts.

Head of Crisis Technology

Martin is the ASEAN Regional Operations and Technology Lead for Fixinc Consulting and supports the commercial and account management of Fixinc's tier 1 clients across the region. With over 25 years of experience in IT recovery and business continuity, Martin has worked with organizations across Europe, Asia-Pacific, and the ASEAN regions to improve operational resilience and communication during crises.

Martin specializes in onboarding and driving organization-wide adoption of new software systems, with a particular focus on business continuity, governance, risk, and compliance (GRC), crisis management, and critical communications solutions. In most of Fixinc's programs, Martin observes and studies clients' organizations to identify gaps in communication and operational processes. He then develops tailored blueprints and roadmaps to address these challenges, ensuring smoother operations and improved organizational resilience.

## 23 years

industry experience supporting the likes of



Martin began his career in data protection with Hewlett Packard in the United Kingdom in the late 1990s, where he helped clients recover from IT downtime and protect critical business assets. In 2016, he joined the UK-based team at F24, a global resilience software company, managing crisis communication and operational continuity for clients across diverse industries. After transferring to New Zealand in 2019, Martin took responsibility for F24's operations in the Asia-Pacific region, driving client success with its resilience software suite.

At Fixinc, Martin's expertise extends to overseeing operations and technology implementation across Malaysia, Singapore, and the wider ASEAN region. His ability to blend technical acumen with commercial insight makes him a critical part of the team's mission to enhance resilience and operational readiness for clients worldwide.



See Martin's online bio via  
[fixinc.io/bios/martin-petts](https://fixinc.io/bios/martin-petts)





# Additional team members.

Encube 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 site – but ensuring a smooth program and premium level service. Fixinc may also invite the expertise of our partners in India, the UK, Germany, and Malaysia to provide additional value and insight.



**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.



**Julian Robinson**  
Senior Consultant and Advisor

Julian is one of your core Advisors, helping run key components of your program with precision. With Australia's highest contractor security clearance, he brings deep, real-world expertise across risk, crisis and continuity. Julian will support Brad in the technicalities of your program.



**Ella Gould**  
Jr Resilience Specialist

Ella works relentlessly in the background to ensure resilience programs and operations are running efficiently and effectively. Her work is crucial in freeing up the time and resource the Fixinc Advisors provides you in your program. Ella will assist in the administration, reviews, reports and BIAs of your program.



**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 make every day. In this program, he will review and provide insight on how Encube can prepare for the future while supporting our Advisors in the automation of processes.





# 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](mailto:info@fixinc.org) or contact Brad at [brad@fixinc.org](mailto:brad@fixinc.org). We do not start programs until all stakeholders are clear on the scope and objectives.

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## When will we get your final quote?

From the information you have provided us, this is our final quote as it stands. This investment accurately reflects our time, program outline, and the full scope of what we know Encube will need to create effective an BCP. We hope this quote reduces complexity in your search for a solution.

## How soon can we start?

Our programs can start within the day of signing your proposal (schedules permitting). However, we like to have our Program Engagement Meeting at least within 7 days. We have provided an indicative outline for your program implementation in the pages above.

## What are your payment terms?

These are found via our terms and conditions at the end of this document. In most cases, we ask for an engagement fee to be settled within 14 days of signing this program's proposal (30%). However, we can be flexible with payment terms that follow your account's policies. All we ask is that this is shared after accepting this proposal so we can plan accordingly.

## How much resource will I need for this program?

Typically, much less than you would presume. Our team is able to do a lot of the heavy lifting for you. On occasion, we may need staff for meetings (like with BIAs), however this seldom goes over an hour. Training sessions require a little more input, but are still very reasonable. We specifically make a point of reducing the time and resources from your team as this is commonly the biggest reservations for starting a program.

## 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 is finished. Speak to us about our Maintenance Program as this can cover multiple programs at once.

## What is the cancellation policy?

You can find specific clauses in your terms regarding our policy, however we try to be as flexible as possible to our clients; things happen, we understand. In most cases, it's simply 30-days notice with the Engagement Fee acting as a non-refundable deposit. Instead of cancelling, you can also put programs on hold if necessary.



# Investment.

## \$74,400.00 <sup>USD<sup>1</sup></sup>

Fixinc strives to provide fair and reasonable pricing on all our programs. The investment proposed is a reflection of the level of expertise overseeing your program, the resource required, and the outcome of the BCP for Encube.

### Engagement Meeting.

|                |   |
|----------------|---|
| Responsibility | <b>fixinc</b>  |
| Investment     | \$1,200   |
| Phase          | One   |
| Scope of work  | Pages 7 - 8   |

### Business Continuity Policy & Framework.

|                |               |
|----------------|---------------|
| Responsibility | <b>fixinc</b> |
| Investment     | \$2,400       |
| Phase          | Two           |
| Scope of work  | Pages 9 - 10  |

### BIA and Threat Assessment.

|                |   |
|----------------|---|
| Responsibility | <b>fixinc</b>  |
| Investment     | \$32,000  |
| Phase          | Three   |
| Scope of work  | Pages 11 - 12   |

### Business Continuity Plan.

|                |               |
|----------------|---------------|
| Responsibility | <b>fixinc</b> |
| Investment     | \$14,000      |
| Phase          | Four          |
| Scope of work  | Pages 13 - 14 |

### Incident Management Training.

|                |   |
|----------------|---|
| Responsibility | <b>fixinc</b>  |
| Investment     | \$8,800   |
| Phase          | Five  |
| Scope of work  | Pages 15 - 16   |

### Scenario Exercise.

|                |   |
|----------------|---|
| Responsibility | <b>fixinc</b>  |
| Investment     | \$16,000  |
| Phase          | Six   |
| Scope of work  | Pages 17 - 18   |

<sup>1</sup>\* Excludes any relevant taxes or fees. Fixinc will share a USD bank account number during the procurement and onboarding stages.



# Accepting your proposal.

Harsh, I want to take this opportunity once again to thank you for considering Fixinc to run Encube's Business Continuity Program for 2025 and 2026. It is not lost on us the significance of putting your faith in an external supplier.

We founded Fixinc on the principles and intention of providing 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 am thrilled to potentially be working with you the wider Encube team. Please let me know if I can help in any way.

Sincerely,

Brad & Ollie  
Founders of Fixinc



# Signature of Acceptance.

Print, complete, and sign the below information, or use your digital proposal link to sign online. By signing, you confirm you have read and accept our program terms and conditions.

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         | Proposal ID         | Version | Prepared by | Status    |
|---------------------|---------------------|---------|-------------|-----------|
| September 12th 2025 | rectmpbb3HCnRwsZI-1 | 1.0     | Brad Law    | Published |

### Digital Proposal

<https://fixinc.link/encube-bcp-2025-proposal>



# Program Terms & Conditions.

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](mailto: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 prac-



tices.

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 Clients 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 Client'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.

## 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



**fixinc**

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