

Terms and Conditions

1. Scope

- 1.1. These provisions set out the standard terms and conditions of Connecting Every Dot Pty Ltd and any of its directors and employees (collectively referred to as “connectingthedots”). These terms and conditions, including any written variation apply to all work supplied to the Client (our Advice). All our Advice is solely for the purposes requested and documented.
- 1.2. These Terms and Conditions constitute the entire agreement between connectingthedots and the Client but for our Privacy Policy which also applies equally. Where there is any inconsistency between our Advice and these Terms and Conditions, these Terms and Conditions shall prevail (inclusive of our Privacy Policy).
- 1.3. The Client acknowledges that connectingthedots is engaged as an independent expert and that no other person has been authorised to give any representations on behalf of connectingthedots as regards to the subject matter of our Advice and any representations which have been or may be given shall not be relied upon and are void.
- 1.4. In the event that any of these Terms and Conditions are, or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.
- 1.5. These Terms and Conditions are deemed to be accepted by use of our Advice and website www.connectingthedots.com.au.

2. Client Obligations

- 2.1. The Client agrees to pay for the Advice before final delivery. In the interim, connectingthedots may issue draft reports and preliminary Advice electronically which also falls under these Terms and Conditions.
- 2.2. The Client shall promptly provide to connectingthedots, upon request, all reasonable and necessary assistance, including access to all information, which connectingthedots considers to be relevant to the Advice. In doing so, the Client shall update any information provided by the Client or its agents to connectingthedots where there has been a material change to that information which affects either the scope or materiality of our Advice.

3. Unavoidable Delays

Connectingthedots shall not be liable for any failure or delay in providing the Advice if caused or contributed to by an act or event (including the non performance of the Client’s obligations) that is beyond the control of connectingthedots or was not foreseen. Connectingthedots will advise the Client of the delay and cause and connectingthedots shall be entitled to review its fees where such delays occur.

4. Specified Personnel

- 4.1. The Client will not:
 - (a) offer employment to any connectingthedots employee working on the Advice (the Employee)
 - (b) induce or solicit any Employee to take up employment with the Client, or
 - (c) use the services of any Employee either independently or via a third party,

for a period of six months following the end of any involvement by the Employee with any engagement for the Client.

- 4.2. Breach of clause 4.1 will render the Client liable to pay connectingthedots, on demand, liquidated damages equal to 25% of the Employee s proposed total annual remuneration.
- 4.3. connectingthedots’s intention at the time of making the Offer is that the persons assigned to the Engagement should continue providing the Services until the completion or termination of the Engagement. Should the persons assigned to the Engagement cease for any reason to be available at any time during the course of the Engagement, connectingthedots will inform the Client promptly of that change and will identify any substitute persons or alternative experts for use by the Client.

5. Use of Reports, Advice and Opinions

- 5.1. All communications by connectingthedots with the Client, its employees or agents, whether written or oral, are provided solely for the use of the Client for the purpose stated in our Advice, and shall not be used for any other purpose or referred to in any document or made available to any other person or third-parties. A breach of this clause may expose the Client to liability for damages and incurred costs either to connectingthedots or its Directors personally.
- 5.2. No other party is entitled to rely on connectingthedots’s reports, advice or opinions for any purpose whatsoever other than those expressly stated in our Advice. Connectingthedots disclaims any responsibility to any such third party who has had communicated to them the reports, advice or opinions provided by connectingthedots to the Client as part of our Advice.
- 5.3. Where the Client receives electronically any report or correspondence containing opinions or Advice, connectingthedots will not be responsible for any unauthorised copying, interception, interference or delivery failure of the electronic transmission. connectingthedots also does not warrant that the electronic transmission is virus free or will not harm the Client’s computer systems.

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5.4. Written advice and opinions and final reports shall take precedence over any oral advice and opinions and interim reports. Connectingthedots is not responsible for updating any reports, advice or opinions subsequent to the issue of a final version.

6. Professional Fees and Payment Terms

6.1. Unless otherwise specifically agreed, connectingthedots's fees in relation to our Advice are estimates only based on either fixed fees or hourly rates which take account of the level of staff assigned to providing our Advice. In the event that connectingthedots considers that the estimate is likely to be exceeded, connectingthedots will advise the Client as soon as practicable.

6.2. The Client agrees to pay any goods and service tax (GST) imposed under the Goods and Services Tax Act. Any fees charged by connectingthedots in relation to our Advice will be initially calculated exclusive of GST. Where GST is chargeable on any supply provided, connectingthedots will issue a tax invoice and the Client agrees that the fee payable for this supply will be increased by an amount equivalent to the GST recorded in that invoice as payable by connectingthedots in respect of that supply, and the client will pay the amount of the GST charged.

6.3. If it is necessary for connectingthedots to terminate its services, for the reasons set out in this Agreement or for any other reason that connectingthedots considers justifies termination, connectingthedots shall be entitled to its fees incurred up to the termination date.

6.4. Expenses, including travel and subsistence, and goods and services purchased on the Client's behalf, are charged at cost. For travel, our standard policies apply which are to use business class or equivalent for overseas air travel (except between Australia and New Zealand). We fly economy class on all domestic flights subject to availability in light of the Client's priorities.

6.5. connectingthedots will be entitled to issue invoices no less frequently than monthly or as specifically described in the Engagement Letter. Invoices are payable within 14 days of issue except where agreed in writing otherwise. Connectingthedots reserves the right to charge interest on overdue amounts at an annual rate of 3 per cent over the official cash rate of the Reserve Bank of Australia on the date payment is due.

6.6. If after 30 days an invoice remains outstanding, connectingthedots reserves the right to list the Client on other third-party creditor websites such as www.creditorwatch.com.au (but not limited to) inclusive of the amount outstanding and the due date. Any such listing will be removed once the outstanding amounts are paid.

7. Confidentiality and Privacy

7.1. connectingthedots may wish to obtain publicity for work undertaken on behalf of its clients, including the Client. Permission to attribute work for the Client publicly will always be obtained in advance. Notwithstanding this condition, connectingthedots assumes the right to use references to the work undertaken for the Client in proposals or other similar submissions made to other prospective clients, unless the Client expressly prohibits or limits such disclosure.

7.2. Unless otherwise agreed, connectingthedots is authorised by the Client to speak to, or meet with, any other person whom it may need to contact to complete our Advice or who the Client requests connectingthedots to contact.

7.3. Other than as required by any law, Court or arbitration proceedings, regulations (including those made under the Corporations Act) or professional duty and as is requested by regulatory authorities or is necessary to protect its own legitimate interests, connectingthedots shall not disclose any confidential information relating to the Client which it obtains during the course of supplying our Advice to any other person (except its own advisors) without the Client's prior consent.

7.4. In supplying our Advice, the Client acknowledges that it may be necessary for connectingthedots to obtain from the Client's personal and sensitive information (including health information) (the Information) about employees customers or policyholders of the Client or of other persons connected with the Client. The Client acknowledges that necessity and declares that it has obtained from the relevant persons authorisations required by the relevant Privacy Act for the collection, disclosure, storage and use of Information by the Client and connectingthedots. The Client states that it has made, or will make, those persons aware that connectingthedots has the Information and the reasons for its collection. This authority is given on the understanding that connectingthedots will only deal with the Information in accordance with its Privacy Policy and the Privacy Act, if applicable.

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7.5. This clause 7 will survive the termination or expiry of this Agreement to the extent allowable at law.

8. Copyright and Intellectual Property

8.1. In this clause 8, Intellectual Property means all material provided by connectingthedots to the Client in the course of providing Advice.

8.2. connectingthedots warrants that it was, or will be, the owner of, or able to grant the licence to, any and all of the Engagement IP and that none of the information, records or documents provided by connectingthedots under this Agreement infringes, and that no exercise of rights by the Client to the Engagement IP will infringe, any rights of any third party.

8.3. The Client shall keep confidential any Advice, plans, methodologies and technology used by connectingthedots to provide its Advice. Connectingthedots shall keep confidential any plans, methodologies and technology used by the Client.

8.4. Connectingthedots will be entitled to retain a copy, as it deems necessary, of any and all of the Client's information, plans, methodologies and technology provided to connectingthedots during the course of providing its Advice (the Client Information). Connectingthedots will retain the Client Information for 10 years and may destroy the Client Information and its file 10 years after the date of its final invoice on the matter.

8.5. Connectingthedots is entitled to retain possession of any original Client Information where there is money owing to connectingthedots for its charges and expenses.

8.6. This clause 8 will survive any termination or expiry of these Terms and Conditions.

8.7. In the absence of doubt, clauses 8 shall have the same meaning as all information supplied to, and created by, connectingthedots in its capacity as governed by the Professional Standards and Rules as outlined in clause 11.2 of these Terms and Conditions.

9. Limitation of Liability

9.1. Under this Agreement, the liability of connectingthedots is limited to the lesser of: a) 10 times the reasonable cost of the services connectingthedots provides to the Client, and b) \$20,000.

9.2. In the event that an Actuaries Limitation of Liability Scheme (or equivalent) is approved under the Professional Standards Act 1994 (NSW) (or equivalent legislation in other jurisdictions), then the liability of connectingthedots will be limited in accordance with the provisions of such a scheme from the first day that the scheme comes into force and effect.

9.3. Subject always to the aggregate limit of liability specified in clause 9.1, the liability of connectingthedots under these Terms and Conditions shall be limited to that proportion

of the total direct loss and damage (including costs and interest) that is attributable to the extent of responsibility of connectingthedots for such loss and damage. The Client agrees that, to the extent that any direct loss or damage suffered by the Client is attributable to fault, negligence or lack of care on the Client's part or on the part of any person for whom the Client is responsible (including other advisors to the Client), connectingthedots has no liability (in tort, contract or otherwise) for such loss or damage.

9.4. Under these Terms and Conditions and where our Advice is addressed to more than one person or entity (the Addressees), the limit of liability specified above will have to be allocated between the Addressees. It is agreed that such allocation will be entirely a matter for the Addressees, who shall be under no obligation to inform connectingthedots of it, provided always that, if (for whatever reason) no such allocation is agreed, no Addressee shall dispute the validity, enforceability or operation of the limit of liability on the grounds that no such allocation was agreed.

9.5. The Client agrees that it is acquiring or holds itself out as acquiring our Advice under these Terms and Conditions for the purposes of a business in terms of any Consumer Guarantees Act and the Client will not assert or attempt to assert any rights or claims against connectingthedots under the provisions of any relevant Consumer Guarantees Act.

9.6. The limit of the liability of connectingthedots as set out in clause 9.1 applies in the aggregate in respect of any direct loss which the Client may have suffered because of our Advice. The limit of the liability of connectingthedots applies to any liability for negligence arising from a breach of a common law duty of care, including any duty of care which arises, in relation to our Advice.

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9.2 The Client agrees that connectingthedots has no liability for any indirect or consequential loss or damage that the Client may suffer or incur. The Client agrees that to the extent allowed by law, connectingthedots excludes all warranties in relation to our Advice, including that our Advice is suitable or fit for any purpose.

10. Indemnities

10.1. Connectingthedots may agree to the Client releasing connectingthedots's reports, advice or opinions to a third party provided the third party signs a Third Party Agreement acceptable to connectingthedots. If such an agreement has been signed by the third party and Connectingthedots has received and accepted the release, the reports, advice or opinions may then be supplied to the third party.

10.2. The Client agrees to indemnify connectingthedots against all liabilities, claims, costs or expenses incurred by connectingthedots in respect of any claim or action by a third party in connection with the provision of our Advice. This indemnity does not apply to any liabilities, costs or expenses incurred in defending a claim by a third party which results from any wilful misconduct by connectingthedots, except when the Client is in breach of clause 5.1.

10.3. Notwithstanding any other provision of these Terms and Conditions, connectingthedots shall not be liable to the Client or any other person for any losses, damages, costs or expenses arising out of errors made by connectingthedots due to, or as a result of, whether direct or indirect, the supply or provision to connectingthedots by the Client or any of its agents of false, misleading or incomplete information or documentation or due to any acts or omissions of the Client or any other person (the False Information or Act).

10.4. The Client agrees to indemnify connectingthedots from any liability connectingthedots may have to the Client or any third party as a result of any False Information or Act supplied to connectingthedots, where the False Information or Act is false, misleading or incomplete in a material respect.

11. Non-Provision of Advice

11.1. Connectingthedots may elect to not complete its Advice in any one of the following circumstances:

- (a) upon 30 days written notice to the Client, or
- (b) if the Client commits a material breach of its obligations under these Terms and Conditions that cannot be remedied or, if the breach is capable of remedy, or the breach is not remedied within 14 days after receipt by the Client of a notice from connectingthedots identifying the breach and requiring its remedy, or
- (c) if the Client is insolvent or presumed to be insolvent, or if a liquidator, provisional liquidator or mortgagee in possession is appointed, or if it enters into an arrangement or composition with one or more of its creditors or if it ceases to carry on business or threatens to do so or anything occurs which has a

substantially similar effect to any of above, or

- (d) in the circumstances contemplated by clause 11.2.
- (e) Within 7 days if connectingthedots undertakes a separate engagement for a third party that is deemed by either connectingthedots or the Client to give rise to a conflict of interest that is not otherwise advised by connectingthedots to the Client prior to commencement.
- (f) Effectively immediately if the Client does not agree to be bound by these Terms and Conditions.

11.2. At least 50% of connectingthedots's Director(s) are members of the Actuaries' Institute of Australia. As a result, they are bound by the Institute's Constitution, Code of Professional Conduct, and, depending on the nature of the Advice, may be bound by the Professional Standards of these Institutes or other rules published by the Institute from time to time (collectively, called the Rules). Our Advice and all work carried out by connectingthedots pursuant to these Terms and Conditions are, at all times, subject to the Rules. Connectingthedots may be required to discontinue its services in the case of a conflict of interest arising between the purpose of the Advice and the Rules. This clause shall prevail over 11.1.

12. Complaint Procedures

It is connectingthedots's aim to obtain, either formally or informally, a regular assessment of connectingthedots's performance in supplying our Advice from the Client. Connectingthedots will always be pleased to hear any suggestions as to how our service can be improved. If you wish to make a complaint, please call or write to the connectingthedots' Managing Director in the first instance.

13. Warranties

- 13.1. Each party warrants to each other party that this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms and unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust
- 13.2. If any attorney executes an Agreement on or on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

14. Governing law and jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.