

Converge Standard Form Agreement

Terms & Conditions

1.1 Definitions

Additional Sessions means any counselling, coaching, advisory or other session provided to a User in excess of the number of sessions included within the Client's contracted session entitlement for that User, and shall be subject to applicable session rates.

Agreement Details mean the matters set out in Part A of this Agreement.

Anti-Bribery and Corruption Laws mean laws which criminalize providing or offering benefits to influence public officials, both domestically and internationally, with the intent to obtain or retain business or a business advantage.

Authorised Officer means an individual who has been formally empowered to act on behalf of a party in matters related to the execution, administration, and enforcement of this Agreement. The Authorised Officer has the authority to make binding decisions, sign documents, and take actions necessary for the fulfillment of the terms and obligations set forth in the Agreement.

Business Day means a day on which trading banks are open for business in the State in which the Services are delivered, but does not include a Saturday, Sunday or public holiday.

Breach means the failure by a party to perform any material obligation or duty under this Agreement, whether by non-performance, incomplete performance, or delayed performance, without a valid excuse or justification, and includes any act or omission that materially undermines the intent and purpose of this Agreement

Client Employee means an Employee of the Client or a person to whom Converge is authorised to provide the Services and Deliverables under this Agreement (e.g. the Immediate Family Member of an Employee of the Client).

Client Employee Personal Information has the meaning set out in clause 13.4

Client Materials mean any materials provided by the Client to Converge in accordance with this Agreement.

Client Representative means an individual or entity designated by the Client to act as their official point of contact regarding the execution, administration, and management of this Agreement. The Contract Representative is authorized to make decisions and take actions on behalf of the party they represent.

Client Type means a classification that categorizes the Client based on specific attributes relevant to the service delivery and billing method.

Clinical Standards means a statement on the care of Client Employees offered by the consultants delivering the clinical service. Converge EAP consultants use only clinical practices and resources which are grounded in evidence based best practice and meet EAP industry practice standards.

Confidential Information means any information provided by a Party or any of its employees, agents, related companies or representatives to the other Party or any of its employees, agents, related

companies or representatives, or otherwise obtained by the other Party, before or after the execution of this Agreement. It includes: all technical information, know-how, financial information and other commercially valuable or sensitive information relating to a Party's business, operations, plans or services in whatever form, including client lists, prospective client lists, price lists, employee lists, consultant lists, information about the contents of Converge proposals to prospective Clients and, Converge Materials and the Client Materials respectively, but does not include information which:

- (a) is lawfully in the public domain prior to its disclosure to the receiving Party by the disclosing Party;
- (b) enters the public domain otherwise than as a result of a party breaching its obligations under this Agreement;
- (c) is disclosed to the receiving Party by a third Party who is lawfully entitled to disclose such information to the receiving Party on a non-confidential basis;
- (d) is independently created by the receiving Party without use of or reference to information of the disclosing Party; or
- (e) is rightfully known by the receiving Party (as shown by its written record) prior to the date of disclosure by the disclosing Party. Information is not to be in the public domain for the purposes of this agreement unless it is lawfully available to the general public from a single source without restriction on its use or disclosure.
- (f) contains any Personal Information protected under Privacy and Health Information laws.

Consultant means a Converge employee or subcontracted practitioner or other service provider under the Agreement.

Consulting means the provision of expert advice, guidance, and strategic support to assist an organisation in solving problems, improving performance, or achieving specific objectives. Consulting services may include:

- Recommending tailored solutions or best practices
- Supporting implementation and change management
- Providing specialised knowledge
- Consulting may be delivered through workshops, reports, analysis, stakeholder engagement, or ongoing advisory support, and may be customised to meet the unique needs of the client.

Contract Representative means an individual or entity designated by either party to act as their official point of contact regarding the execution, administration, and management of this Agreement. The Contract Representative is responsible for ensuring communication between the parties, facilitating the performance of the Agreement, and addressing any issues, modifications, or interpretations related to the terms of the Agreement. This person is authorized to make decisions and take actions on behalf of the party they represent.

Converge Materials mean all reports, databases, software tools, spread sheets, training programs and methodologies, diagrams, formulae, marketing and related material (either in print or electronic form), and know-how, created by or on behalf of, or acquired by, Converge in the course of its business, including materials developed by Converge or its Personnel in the course of or in connection with

providing the Services, including counselling notes, training materials, marketing materials, reports on the Services, and any modifications to such materials.

Deliverables means the Deliverables provided in the Service Schedule annexed to this Agreement.

Expenses means expenses incurred by the Converge as part of the provision of the Services and which is payable by the Client to the Converge, as set out in this Agreement at Part B - Services & Charges Details.

Family Member means:

(a) any person who ordinarily resides in the same household as the Employee; or
(b) any member of the Employee's immediate family, whether or not they reside in the same household, including:

- a spouse, partner or de facto partner;
- a parent, step-parent, parent-in-law or guardian;
- a child, step-child (includes adolescents);
- a sibling, step-sibling, sibling-in-law;
- a grandparent; or
- any other family member approved by Converge from time to time.

For the purposes of this definition, references to a family member include step-relatives, in-law relationships and equivalent relationships arising through de facto or domestic partnerships.

Fee Proposal Notice has the meaning set out in clause 8.2.

Fees means the fees payable by the Client to Converge for the provision of Services and Deliverables (if relevant), as set out at Part B- Services & Charges Details, subject to any changes permitted by this Agreement or a Service Schedule.

Fee for Service means a payment structure in which the Converge is compensated a specified fee for each individual service, task, or unit of work performed, as outlined in this Agreement.

Force Majeure event means an act of God, such as fire, earthquake, hurricane, tornado, flooding, or other natural disaster, pandemic, act of government, acts of war, terrorism, riots, civil disorders, rebellion or revolution, action of foreign enemies, labour dispute or strike, government sanction, blockage, embargo, or failure of electrical service and any other similar cause beyond the reasonable control of a Party.

GST means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and all related legislation which provides for a broad-based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this Agreement.

Holding Over has the meaning given in clause 21.2.

Intellectual Property or **Intellectual Property Rights** includes copyright and neighbouring rights; all rights in relation to inventions, trade mark, design, patents (whether registered or not), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, trade, business or

company names, domain names, or other all statutory or proprietary rights, Confidential Information or any rights to registration of such rights existing in Australia or elsewhere and whether created before on or after the date of this Agreement, but does not include materials containing personal information protected under Privacy and Health Information laws, or moral rights that are not transferable.

Key Contact Person means a contact person nominated by the Client to liaise with Converge on behalf of the Client and who is responsible for ensuring that the Client meets its obligations under this Agreement.

Laws mean:

- ☒ those principles of law or equity established or recognised by decisions of courts;
- ☒ any law (including subordinate or delegated legislation or statutory instruments of any kind) of the Commonwealth and the State or Territory in which the Services or any part of the Services are being carried out, including but not limited to:
 - ☐ Privacy Laws;
 - ☐ Health Records or Health Information Laws;
 - ☐ Applicable Data Protection Laws;
 - ☐ the Australian Consumer Law;
 - ☐ Workplace Health and Safety Law;
- ☒ any prudential standards issued by the Australian Prudential Regulation Authority; and
- ☒ any certificates, licences, consents, permits, approvals and requirements of any authority having jurisdiction in connection with the performance of the Services to be provided by Converge under this Agreement.

Material Change means a change that results in a material reduction in the scope, functionality or availability of the Services. A Material Change does not include any change to the Supplier's technology platform, mobile application, branding, business processes, personnel, subcontractors or service delivery methodology, provided the Services continue to be provided in substantially the same manner and to substantially the same standard.

Modern Slavery has the meaning given in the Modern Slavery Act 2018 (Cth).

Monthly Service Fee pricing model is a fee structure where the Client is charged an annual rate for each employee covered under a service agreement. allowing organizations to predict costs based on headcount. Pricing is reviewed and adjusted annually in line with changes in employee numbers.

Onsite Wellbeing Program means a structured set of health and wellbeing services provided directly at the client's workplace. These programs are designed to support the psychological, emotional, and physical wellbeing of employees through accessible, evidence-based interventions.

Services may include:

- Management of heightened workplace mental health risks
- Toolbox talks or "lunch and learn" wellbeing sessions
- Confidential individual support that is short term and solutions focussed
- Regular supportive conversations with client staff
- Small group facilitated discussions and psychoeducation
- Leadership coaching and holistic wellbeing support
- Tailored programs aligned with organisational goals and workforce needs
- Wellbeing check-ins and assessments

- Connections to a range of internal and external supports, including Converge EAP offerings with referrals as needed
- Referrals to community support and mental health plans through an individual's GP

Onsite Wellbeing Programs are facilitated by qualified professionals and aim to foster a healthier, more engaged, and productive workplace culture.

Outplacement means support services provided by on behalf of the client to assist employees who are exiting the organisation due to redundancy, restructuring, or other involuntary separation. The goal of outplacement is to help individuals transition smoothly into new employment opportunities or career paths.

- Outplacement services may include:
- Career coaching and counselling
- Resume and cover letter development
- Interview preparation and job search strategies
- Access to job boards, networking tools, and recruitment resources
- Emotional support and guidance during the transition

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Personnel means, a Party's officers, employees, agents and subcontractors.

Practitioner means a formally qualified and accredited psychologist, counsellor, social worker or other mental health professional (including, but not limited to, Registered Nurse, AHPRA registered health practitioner, Mental Health Nurse, Occupational Therapist, qualified Psychological First Aid Provider, specialised First Nations providers, Money and Legal coaches, and other specialised providers). Note: some specialised practitioners e.g. First Nations, hold non-formal qualifications or alternate qualifications.

Privacy Laws means the Privacy Act 1988 (Cth) and regulations made under that Act and Health Information laws. Privacy laws apply to personal information and is the body of law that deals with regulating, storing, and using of personally identifiable information, personal healthcare information, and financial information of individuals.

Renewal Term means, for fixed term Agreements, any additional period of time, following the initial term of the Agreement, during which the Agreement may continue in effect upon mutual consent of the parties.

Retainer means a payment structure in which the Client pays a fixed, recurring fee to secure ongoing access to Services over a specified period. The retainer is an annual operating fee based on number of hours or specific deliverables and is paid in advance, either monthly, quarterly, or annually.

Services means the Services provided in Part B-Services and Charges of this Agreement and may extend to the provision of additional counselling or other services provided by Converge to the Client Employee from time to time.

Services Charges or Service Fees means the fees for the Services as described this Agreement and in Part B-Services and Charges, and as otherwise adjusted under this Agreement.

Service Schedule means specifications, standards, fees and other terms and conditions in relation to one or more Service and/or Deliverable to be provided by Converge to the Client as agreed from time to time.

Services Warranty means the warranty about the Services as defined in clause 4.

Sessions mean a period of time when a particular activity takes place.

Session limits means the number of times a Client Employee may access Services under this Agreement. Session limits shall be defined in each Agreement as:

- i) Sessions per Annum – this is the defined number of allowed sessions each Client Employee can use in each contract year.
- ii) Sessions per Issue – this is the defined number of allowed sessions for each Client Employee to use for each different presenting issue.
- iii) Sessions per Stream – this is the defined number of allowed sessions each Client Employee to use in each stream of services.

Stream of Services means groups of Product types.

Training means the planning, development., delivery and evaluation of structured learning programs designed to enhance the knowledge, skills, and competencies of individuals or groups. These services may include:

- In-person or virtual workshops, seminars, or courses
- On-the-job coaching or mentoring
- Development of training materials and resources
- Assessment of learning outcomes and participant progress
- Customised programs tailored to specific roles, industries, or organisational needs

Term means as described in Part A Agreement Details Term (the initial term) and any Renewal Term or Holding Over as described in clause 21.

1.2 In this Agreement, words like *including, for example, such as* or similar expressions are to be interpreted as meaning *including, without limitation*.

GENERAL TERMS AND CONDITIONS

2. Services

2.1 Service Delivery Key contacts

2.1.1 Prior to the execution of this Agreement or before the Services and Deliverables commence, the Client will nominate and provide Converge with the details of a Key Contact Person.

2.1.2 The Client will provide at least 21 days' notice of any amendments to the details of the Key Contact Person (including any replacement Key Contact Person).

2.1.3 Converge may nominate and provide the Client with a Key Contact Person who will be the main point of contact for the Client throughout the Term. Converge will advise the Client of any changes to the Converge Key Contact Person.

2.1.4 The Client will provide or make available to Converge and its Personnel all reasonable information, materials, facilities, assistance, feedback and co-operation for the purpose of Converge providing the Services in accordance with this Agreement.

2.1.5 The Client acknowledges that:

2.1.5.1 any Service provided by Converge that is a counselling service will be conducted in accordance with applicable laws, regulations and the Converge Clinical Governance Standards and Converge Clinical Guidelines for EAP as amended from time to time, copies of which can be provided to the Client upon request;

2.1.5.2 The Client must not make any request of Converge and Converge is not required to comply with any request or direction from the Client, which will contravene the any law, regulations, policies, guidelines, codes and standards. A refusal by Converge in such circumstances will not constitute a breach of this Agreement in any form.

2.2 Service Provision

Converge will:

- 2.2.1 provide the Services to the Client for the benefit of the Client Employee in accordance with the terms and condition of this Agreement;
- 2.2.2 provide the Client with the Deliverables, if applicable; and
- 2.2.3 if relevant for the Services to be provided, ensure each Client Employee receives an adequate number of sessions required for that service as determined by Converge and as set out in Part B - Service and Charges;
- 2.2.4 provide additional sessions where required to the Client Employee and their immediate family members (refer to Part B - Services and Charges);
- 2.2.5 Converge will notify the Client in writing (via email) of any request for Additional/Extra Sessions. The email will direct the Client to an online webform containing information about the request including the case ID number, issue, reason for the extra session request and the referral pathway for the Customer. The Client will be able to approve or decline the request directly via the webform. Names of Customers will not be provided. Client approval or rejection of the request by written notice must be received within seven (7) days of receiving such notification. If the Client does not provide a written response within that period, the request will be deemed approved and Converge may proceed to provide the Additional/Extra Sessions, which will be charged in accordance with this Agreement.

The Client is solely responsible for notifying Converge in writing of any change to its personnel authorised to approve, or reject Extra Sessions. Converge may rely on the most recent authorisation details provided by the Client until notified otherwise.

- 2.2.6 Client Employee Service session limits shall reset on the annual anniversary date of Agreement commencement.

2.3 Where the Services include regular on-site attendance at a Client workplace, if the Converge consultant who usually attends the site is unable to provide the Services for more than two weeks in the year, or ceases to be engaged by Converge, Converge shall ensure that an equivalent replacement consultant is provided to deliver the Services.

- 2.4 Client acknowledges that Converge consultants are acting as professional, independent practitioners and coaches. Client agrees not to intervene in the provision of the counselling Services or the relationship between the consultant and the Client's Employees.
- 2.5 Depending on the individual needs of the Client Employee, Converge may deliver the Services through its Personnel:
- 2.5.1 at the Client's Premises;
 - 2.5.2 at any Converge counselling centres throughout Australia;
 - 2.5.3 at the premises of a contractor or agent of Converge within Australia;
 - 2.5.4 at a training facility agreed to by Converge and the Client; or
 - 2.5.5 by telephone, online, via chat/messaging or video conference.
- 2.6 Where Converge Personnel provide services at premises owned or leased by the Client:
- 2.6.1 Converge will use all reasonable efforts to ensure that its personnel comply with the Client's lawful directions and workplace policies which the Client has advised Converge and/or Converge Personnel of, including any applicable occupational health and safety and security policies.
 - 2.6.2 the Client must:
 - 2.6.2.1 provide to Converge personnel an occupational health and safety induction as required by law;
 - 2.6.2.2 provide a hazard-free environment;
 - 2.6.2.3 comply with all applicable laws and regulations that relate to health and safety at work and any other relevant regulations; and
 - 2.6.2.4 ensure safe and reasonable access to the premises
- 2.7 In the event of a change or update to Country legislation or regulations that impacts Services rendered under this Agreement, Converge shall notify the Client prior to the implementation of such change or update with as much advance notice as practicable.
- 2.8 Converge may subcontract all or part of its obligations under this Agreement, provided always that Converge remains responsible to Client for the performance of its obligations.
- 2.9 From time to time, Converge International will update our service models to reflect best practice improvements. These updates will be applied to the Agreement and will be communicated to the Client prior to implementation.

3. Interpreter Services

- 3.2 In situations where interpreter services are required for the provision of Converge services to the Client Employee, the fees and/or expenses of such interpreter services shall be the responsibility of the Client.
- 3.3 The Client acknowledges and agrees that any fees or expenses associated with the engagement of interpreters will be directly passed on to them without any mark-up or additional charges by Converge. The Client agrees to pay for all costs associated with interpreter services.

- 3.4 If interpreter services are necessary due to language barriers or communication needs, Converge will coordinate the engagement of professional interpreters on behalf of the Client.
- 3.5 The Client or Client Employee shall provide Converge with all relevant information regarding the language requirements and any specific qualifications or expertise required from the interpreters.
- 3.6 Payment Terms
- 3.6.1 The Client shall be invoiced for the interpreter services within 60 days after the completion of the services.
- 3.5.2 Payment for interpreter services shall be made in accordance with the agreed payment terms between Converge and the Client.

4. Warranty

Converge warrants and undertakes:

- 4.1 That Converge and Converge personnel, agents and subcontractors carry out the Services with all necessary professional skill and diligence and in accordance with all applicable laws, regulations, ethics, standards and guidelines.
- 4.2 Without limiting the generality of clause 4.1, Converge warrants that Personnel supplying the Services will have appropriate qualifications and be members of registered associations as applicable (and where a registered body is relevant to the service provider), including, but not limited to, the Psychology Board of Australia, Australian Counselling Association, Psychotherapy and Counselling Federation of Australia, Australian Association of Social Workers or any other applicable association.
- 4.3 Converge has in place, and will maintain, all permits, licenses and authorizations which Converge is required by law to hold in Australia in relation to the supply of the Services.
- 4.4 Converge represents and warrants that this Agreement does not conflict and does comply with all applicable laws and regulatory requirements and will ensure that the delivery of Services adheres to these laws and regulations.
- 4.5 The Service Warranty ceases to apply where:
- 4.5.1 Client does not comply with its material obligations set out in this Agreement; or
- 4.5.2 The fault, defect, delay, interruption or failure (which would otherwise constitute a breach of warranty) arises from, relates to, or is contributed to by a Force Majeure Event or any circumstance beyond Converge's reasonable control, including where such event or circumstance affects, delays, impedes or prevents Converge's performance of the Services.
- 4.6 The Service Warranty is the only warranty given by Converge. To the fullest extent allowed by law, Converge excludes all other warranties, express or implied, such as warranties of satisfactory quality or fitness for purpose.

- 4.7 Where the Client believes Converge is in breach of the Service Warranty, the Client must give Converge written notice of the claim promptly after becoming aware of the circumstances leading to the claim.
- 4.8 Upon receiving Client's notice, Converge will investigate the claim promptly and, as soon as reasonably practicable, will advise Client in writing:
- 4.8.1 That Converge accepts that the claim is covered by the Service Warranty – and what action Converge will take to address the claim; or
- 4.8.2 That Converge does not accept that the claim is covered by the Service Warranty – and the reasons why (or what further information Converge needs to assess the claim).
- 4.8.3 Where Converge accepts a claim is covered by the Service Warranty, Converge will – at its own cost - take all commercially reasonable steps to remedy the claim, such as providing the Services again or agreeing to reduce the Service Charge appropriately, as soon as reasonably practicable.

5. Quality

- 5.1 Converge shall provide the Services to the Client employees in accordance with Clinical Standards, the requirements of this Agreement and any further or other requirements of individual Clients that are agreed with Converge in writing.
- 5.2 Converge shall endeavour to accommodate requests for consultants but cannot guarantee that a consultant of choice or with a specific specialisation shall provide Services.
- 5.3 Converge agrees to participate in and fully comply with any quality assurance programs or procedures, that support Converge clinical governance requirements, upon request by the Client.

6. Non-exclusivity

- 6.1 The Client agrees and acknowledges that nothing in this Agreement will prevent Converge from providing Services the same as or similar to the Services detailed in Schedule B, to any other person or organisation.

7. Client's responsibilities

- 7.1 The Client will give Converge and its personnel timely access to Client's personnel and premises as reasonably requested by Converge to perform the Services.
- 7.2 If the Client provides Converge or its service providers with use of, or access to, materials, systems or facilities owned or controlled by the Client, the Client will ensure that such facilities provide a safe working environment, and hereby grants to Converge all rights and licenses that are necessary for Converge or its Personnel to perform Converges obligations under this Agreement.
- 7.3 To enable Client Employees to access Converges wellbeing support and resources, Converge will receive and use Client Employee work email addresses supplied by the Client at implementation. Converge will use these details solely to invite Client Employees to register for

the Converge online portal and mobile app. Pre-registration cannot occur without Client Employee consent.

8. Services Charges and Payment

8.1 Amounts payable

- 8.1.1. The Client must pay all Fees and Expenses to Converge in accordance with this Agreement and the Part B – Services & Charges Details.
- 8.1.2. Where Converge is requested to perform any work or deliver services not quoted in Part B - Services and Charges details, such work will be subject to a separate quote and separate agreement in writing between the Parties, and the work will be chargeable at the rates agreed by the Parties.
- 8.1.3. Travel for Standard and non-standard travel shall be charged at an hourly rate as specified in Part B - Services and Charges. All other travel expenses and Accommodation shall be charged at cost, plus 10%
- 8.1.4 All Rapid Response, Critical Incident, and Planned Support services will be billed at a minimum charge of two hours, regardless of actual time spent.

8.2 The Client agrees and acknowledges that Converge has a right to review and implement a reasonable increase of the Fees payable after the Initial Term, by issuing a notice specifying the Fees Converge proposes to charge (a “Fee Proposal Notice”).

8.2.1 The increased Fees will be deemed to be accepted by the Client unless, within thirty (30) days of the date of the service of the Fee Proposal Notice, the Client provides written notification to Converge of a request to convene a meeting with Converge Key Contact Persons and the Client Key Contact Person to discuss the Fee Proposal Notice.

8.2.2 If, due to the meeting convened in response to a Fee Proposal Notice, the parties reach agreement on any variation of Fees under this Agreement, that agreed varied fees must be recorded in writing.

8.2.3. If the Parties cannot agree as to the increased Fees proposed by Converge, after the meeting referred to in sub-clause 8.2.2, either Party may refer the Parties to mediation in accordance with clause 19 of this Agreement.

8.3 Services Charges

8.3.1 Converge Service Fees and Charges are subject to annual review (with effect from each anniversary of the Agreement Commencement Date) based on movements in the Health Consumer Price Index (Health CPI). Health CPI shall be automatically applied to the Agreement pricing annually. Every cost, expense, charge, fee, outgoing or contribution referred to in this Agreement as a fixed amount will be subject to increases in accordance with the Health CPI Increase on the anniversary of the commencement of the Agreement.

8.3.2 A 10% premium is applied on the hourly rate for all services delivered outside of business hours and on public holidays. (Business hours are 8.00am-6.00pm Monday-Friday).

8.3.3 Where the client engages Converge to supply services not detailed in this Agreement;

8.3.3.1 Converge shall supply a proposal to the Client for the new services. This proposal supplied by Converge will not be a deemed a binding Agreement;

8.3.3.2 The Client shall provide Converge written acceptance of the proposal; and

8.3.3.3 The Parties shall enter into a signed variation under this Agreement for provision of proposed new services.

8.3.4 Where the Agreement is extended, and no price adjustment has been made in the preceding 12 months Converge may make a price adjustment of all applicable rates based on the cumulative movements in the Health Consumer Price index of the relevant territory.

8.3.5 For Retainer Agreements only

Overutilisation of Annual Retainer value

8.3.5.1 It is acknowledged that EAP utilisation fluctuates between quarters depending on a range of factors. On each anniversary of the commencement of the agreement, the Parties agree to meet and review the usage for the EAP Services.

8.3.5.2 In the case of overutilisation, where the total service value increases by more than the annual (capitated) fee amount, the fee for service hourly rate will apply for the positive variant and be invoiced monthly in arrears as a separate fee for service charge.

8.3.5.3 Converge will track and monitor service usage each quarter and will provide feedback to the Client on the short-term variances to ensure there is forewarning of likely overutilisation and the commencement of additional monthly fee for service charges.

8.3.6 For Subscription pricing model only

8.3.6.1 To ensure equitable access and sustainable delivery of EAP Services across all clients, a fair usage and resource distribution policy applies.

8.3.6.2 In the event that actual usage of the EAP Services materially exceeds the levels initially projected or represented by the Client, such excess utilisation shall be subject to a formal review by Converge. This review may include an evaluation of service usage patterns, associated costs, and any necessary adjustments to the terms or fees of the Agreement.

8.3.6.3 Subject to a formal review process, Converge reserves the right to implement a price adjustment to the annual subscription fee applicable to the subsequent contract year. Any such adjustment shall be made in good faith, following prior consultation with the Client, and shall be supported by relevant service usage data and other pertinent considerations.

8.4 Invoices

8.4.1 Unless otherwise provided for in the Part B - Services and Charges details, Converge will invoice the Client for Fees and Expenses monthly in arrears.

8.4.2 Converge does not issue customized invoices for Clients, including separate invoices for any sub-entities of the Client.

8.5 Fees and Payment

- 8.5.1 The Client must pay the Service Fees and Charges, Expenses and other payments under this Agreement within 21 days of date of Converge's invoice.
- 8.5.2 In the event the invoice is not correctly rendered, the Client shall pay within 30 days of date of invoice, the correctly rendered portion of the invoice.
- 8.5.3 Payment must be made via by direct deposit into the Converge account specified in the Agreement Details or as otherwise notified in writing to the Client. Converge will accept payments from the Client using any of the following forms of payment:
- (i) Electronic Funds Transfer (EFT);
 - (ii) Direct debit payments using EFT or Credit Cards;
 - (iii) all major Credit Cards (VISA, MasterCard, American Express) (subject to payment of extra associated fees); or
 - (iv) any other payment method agreed to by Converge in writing from time to time.
- 8.5.4 Large scale consulting and training programs are proposed and quoted separately and may include modified invoicing arrangements by agreement.
- 8.5.5 The Client agrees that it (that is, the legal entity named as the Client in this Agreement) is solely responsible for payment of the Fees and Expenses as they fall due. The Client is not entitled to delegate or nominate a third party to be responsible for payment of Fees and Expenses and Converge is not required to liaise with a third party in relation to the issue of invoices or arranging for payment of invoices issued by Converge.

8.6 Overdue payments

If the Fees or any other amounts payable by the Client under this agreement are not paid on or before the due date, then without prejudice to any other remedy it may have, Converge will be entitled to:

- 8.6.1 demand payment from the Client of interest on overdue amounts at the rate of 10% per annum, calculated daily until such time as the amount is paid in full; and
- 8.6.2 suspend any further delivery of Services where any amount remains outstanding in excess of 60 days.
- 8.6.3 The Client indemnifies Converge for all costs and expenses incurred by Converge in obtaining (or attempting to obtain) a remedy for any failure by the Client to pay on the due date.

8.7 Goods & Services Tax

8.7.1 In this clause 8.7:

- 8.7.1.1 GST and GST Act have the meanings given in A New Tax System (Goods and Services) Act 1999 (Cth); and
- 8.7.1.2 the expressions Tax Invoice, Taxable Supply, Supply and Recipient have the meanings given to those expressions in the GST Act.

8.7.2 Unless otherwise expressly stated, all amounts stated to be payable in this document are exclusive of GST.

8.7.3. If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to Converge an additional amount equal to the GST payable on or for the Taxable Supply. Payment of the additional

amount will be made at the same time as payment for the Taxable Supply is required under this Agreement, subject to the provision of a Tax Invoice.

- 8.7.4. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

9. Variation

- 9.1 No variation or waiver of this Agreement and no terms and conditions put forward by either Party or printed on the Client's purchase orders or other document will have any effect on the Terms and Conditions of this Agreement unless expressly agreed in writing by both Parties.

- 9.2 Any variation to this agreement, forwarded to the Client in writing, agreed by the Client in writing and for which the Converge has commenced services in accordance with the variation, which remains unsigned by the Client for a period of (60) days from date of variation document, shall be deemed accepted and automatically incorporated into this agreement as if it had been signed by both Parties.

10. Intellectual Property

- 10.1 The Client acknowledges that:

- 10.1.1 That all Intellectual Property in Converge's Materials, the Deliverables and any materials produced or provided by Converge for specific use to the Client under this Agreement vests in Converge upon creation and remains the property of Converge (or its licensors), and that the Client acquires no right, title or interest in or to that Intellectual Property other than as expressly set out in this agreement;

- 10.1.2 Converge retains the discretion to decide which Converge Materials the Client receives (such as marketing materials and reports on the Services) and which Converge Materials will not be provided to the Client (such as other material created for Converge's internal management purposes or protected Personal Information).

- 10.2. Converge acknowledges that all Intellectual Property in the Client Materials remains the property of the Client (as applicable), and Converge acquires no right, title or interest in or to that Intellectual Property other than as expressly set out in this Agreement.

- 10.3 Use of Intellectual Property

- 10.3.1 Converge grants to the Client a royalty-free, non-exclusive, non-sublicensable, non-transferable, licence to use and copy the Converge Materials during the Agreement Term, which Converge provides to the Client, solely to the extent necessary for Client to use the Deliverables and any materials produced or provided to the Client by the Converge (Licensed Materials) for the Client to use for its own internal business purposes, and subject to clause 12 (Confidentiality), provided that the Client agrees to:

- 10.3.1.1 treat the Licensed Materials as Confidential Information unless otherwise approved by Converge;
- 10.3.1.2 ensure that all copies of the Licensed Materials printed, published, made, reproduced or otherwise communicated to the public (including electronic material) by the Client bears the symbol © accompanied by Converge's name and the year of first publication of the Licensed Materials, along with any other acknowledgment of copyright Converge may direct the Client to include from time to time;
- 10.3.1.3 ensure that the Licensed Materials, or any part of the Licensed Materials, are not copied or duplicated for any purpose other than for the purposes of this Agreement;
- 10.3.1.4 ensure that all copies of the Licensed Materials (including electronic copies) held by the Client upon the expiration or earlier determination of this licence are destroyed, deleted or returned to Converge; and
- 10.3.1.5 not by any act or omission:
 - 10.3.1.5.1 prejudice the copyright in the Licensed Materials or deal with the Licensed Materials so that any third party may obtain a lien or any other right or claim; and
 - 10.3.1.5.2 infringe the moral rights (as defined in the Copyright Act 1968) of the author or authors of the Licensed Materials

11. Publication of Client details

- 11.1 Where required, subject to obtaining prior consent from the Client, Converge may disclose the identity of the Client to any person or publish the Client and associated Client entities name and logo on the Converge website.
- 11.2 Each Party must not do anything to bring the other Party into disrepute or damage any brand of the Party Affiliates.

12. Confidentiality

12.1 Protection of Confidential Information

- 12.1.1. Each Party ("receiving party") must, in respect of Confidential Information of the other Party ("disclosing party"):
 - 12.1.1.1. not use, and ensure that its Personnel do not use, any Confidential Information for any purpose other than compliance with its obligations under this Agreement;
 - 12.1.1.2. take all action necessary to maintain the confidential nature of the Confidential Information, including treating the Confidential Information with at least the same level of protection as the receiving party's own Confidential Information;
 - 12.1.1.3. not disclose any of the Confidential Information to any person, other than its Personnel who need to have access to the Confidential Information and who have been made aware of the requirements of this clause;
 - 12.1.1.4. ensure that its Personnel do not do, or omit to do anything, which if done or omitted to be done by it, would breach this clause; and

12.1.1.5. the receiving party must establish and maintain effective security measures to protect the information from unauthorised access, use, copying or disclosure and must immediately notify the disclosing party of any potential, suspected or actual unauthorised use, copying or disclosure of it.

12.2 Disclosures required by law

12.2.1 The receiving party may disclose Confidential Information if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any action or investigation.

12.2.2. The receiving party must notify the disclosing party as soon as practicable after such disclosure is sought or ordered, so that the disclosing party may seek an appropriate protective order or other remedy.

12.3 Clause 12.1 does not apply to Confidential Information which:

12.3.1 is in or becomes part of the public domain other than through breach of an obligation of confidence;

12.3.2 is required to be disclosed by law or the requirements of a regulatory body (including a stock exchange), or to obtain professional legal or accounting advice in relation to this Agreement;

12.3.3 was known to the recipient at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or

12.3.4 is acquired from a third party who was entitled to disclose it.

12.4 Subject to its legal obligations, the receiving party must immediately on demand, or on completion or termination of this Agreement, either (at the option of the disclosing party) return to the disclosing party or destroy any documents in its possession, power or control containing Confidential Information.

12.5 Terms of this agreement

The terms of this agreement are confidential and may only be disclosed to a Party's professional advisers or to a prospective investor or acquirer under binding obligations of confidence.

12.6 Client Employee Information

The Client acknowledges and agrees that Client Employee Information (as set out in clause 13-Privacy) is Confidential Personal Information protected under Privacy and Health Information laws which belongs to the Client Employee and is protected as such pursuant to the terms of this Agreement. Converge is under no obligation to disclose such information to the Client. Any Client Employee Information that is disclosed by Converge to the Client, which the Client Employee has consented to the disclosure, must be treated as Confidential Personal Information and will not be released without Converge's prior written consent.

13. Privacy

- 13.1 Each Party must comply with all applicable privacy Laws in respect of all Personal Information and Health Information collected, used, accessed, retained and disclosed under or in connection with this Agreement.
- 13.2 The parties acknowledge that while performing the Services Converge may receive 'Personal Information' about the Client's employees.
- 13.3 In supplying the Services, Converge will comply with all laws, rules and standards relating to the collection, storage, processing, disclosure and protection and of use of Personal Information and Health Information, including, but not limited to the Privacy Act 1988, the Australian Privacy Principles contained in the Privacy Amendment (Enhancing Privacy Protection) Act 2012, Health Information Privacy Principles, and any other applicable formal standards, codes and/or guidelines issued by the relevant professional industry bodies and Converge's Privacy Policy, a copy of which is available for review upon request.
- 13.4 The Client acknowledges that Converge, as a professional services provider, owes certain obligations of confidence and privacy to Client Employees accessing the Services, including an obligation to maintain the confidentiality and privacy of information which Converge obtains from or about a Client Employee while providing the Services (Client Employee Personal Information). Client Employee Personal Information includes the names of Client Employee to whom a Service has been provided, when such Client Employee had access to a Service, the number of sessions conducted for a Client Employee, any referrals made for a Client Employee and any information disclosed by the Client Employee to Converge or its personnel (including contractors) during the course of the provision of a Service.
- 13.4.1 The Client agrees that it is not entitled to receive, nor will Converge disclose, Client Employee Personal Information in breach of any of the obligations Converge owes to a Client Employee.

14. Data

- 14.1 Converge warrants, in respect of all Client Employee Personal Information, that at all times it shall:
- 14.1.1 implement appropriate technical and organisational measures to protect Client Employee Personal Information against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and
 - 14.1.2 without prejudice to any general obligations relating to confidentiality in the Agreement, ensure that Converge Personnel who have access to and/or process Client Employee Personal Information are subject to binding obligations of confidentiality with respect to the Client Employee Personal Information.
 - 14.1.3 Converge shall process Client Employee Personal Information in accordance with applicable laws and only as strictly necessary to provide services under this Agreement.
- 14.2 Data Breaches
- 14.2.1 Converge shall without delay (and in any event within 5 business days of becoming aware) notify the Client in writing of any actual unauthorised disclosure, loss,

destruction, compromise, damage, alteration, or theft of Client Employee Personal Information.

14.3 Each party shall comply with its obligations under the Data Protection Legislation.

14.3.1 Each party agrees to use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Legislation. Neither party shall breach its respective obligations under the Data Protection Legislation.

14.3.2 Converge shall notify the Client promptly (and in any event within five (5) working days) following its receipt of any Regulator Correspondence, which relates directly or indirectly to the Processing of the Client Employee Personal Information under this Agreement or to either party's compliance. Such notification shall include de-identified information in compliance with the applicable Privacy laws.

15. Liability

15.1 Limitation of liability

Except for Converge liability:

15.1.1 arising from personal injury or death of any person caused by Converge;

15.1.2 resulting from fraud, gross negligence or wilful misconduct;

15.1.3 for a breach of clause 10, 12, 13 and 14.

Converge's total liability in connection with this Agreement will be limited, at Converge's option, to re-performing the Services or re-supplying the Deliverables (as applicable) or paying the Client the cost of having the Services re-performed or the Deliverables re-supplied (as applicable).

15.2 Converge shall only be liable for direct losses, up to a cap of \$2 million for all claims arising from the same incident.

15.3 Converge shall have no liability for any loss of profits, loss of goodwill, lost opportunity or any other special, punitive, economic, indirect or consequential loss or damage; and

15.4. Converge's liability shall be reduced proportionately to the extent Client's acts or omissions (including any failure to comply with its obligations under this Agreement) causes or contributes to, directly or indirectly, the loss or damage for which Converge is liable.

15.5. Converge makes no warranty as to the standard of the Services other than the warranties expressed in this Agreement.

15.6 Nothing in this Agreement excludes, restricts or modifies any terms, conditions or warranties or Converge's liability for them which are imposed or implied by any statute in Australia, including but not limited to the Competition and Consumer Act 2010, and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that Converge may legally do so.

16. Insurance

16.1 Each party will affect and maintain at all times all necessary or prudent insurances required by law or regarded as sound commercial or professional practice, including public liability, professional indemnity and workers' compensation insurance.

16.1.1. Converge must take out and keep in force at all times during the term of this Agreement, the following insurances:

16.1.1.1 Professional Indemnity Insurance, with a minimum cover of \$20 million; any one claim, \$40 million in the aggregate; and

16.1.1.2 Public Liability Insurance, with a minimum cover of \$20 million per occurrence and \$20 million in the aggregate; and

16.1.1.3 Cyber Insurance, with a minimum cover of \$5 million in aggregate; and

16.1.1.4 Workers Compensation and Employers Liability Insurance, as required by the relevant State or Territory legislation or regulation.

16.2 If requested in writing by Client, Converge will provide Client copies of certificates of currency for the insurance policies referred to at clause 16.1.1.

16.3 Converge will verify that Converge Personnel carrying out the Services, effect and maintain at all times all necessary or prudent insurances required by law or regarded as sound commercial or professional practice.

17. Non-Solicitation/Non-Compete

17.1 Non-Compete

17.1.1 During the Term of this Agreement and for a period of 12 months thereafter, the Client shall not intentionally solicit, attempt to solicit, provide similar services to or provide Converge's commercial-in-confidence information supplied to the Client under this Agreement to;

17.1.1. any Company that Converge has engaged with to provide similar Services; or

17.1.2. any prospective client with whom Converge is actively discussing the provision of similar services and/or to whom Converge has provided confidential or proprietary information relating to Converge in anticipation of providing similar services.

17.2 Non-Solicitation

For 12 months from the end of this agreement, the Client must not do any of the following, directly or indirectly, without written permission from Converge's CEO:

17.2.1 attempt to persuade or induce any individual or company to stop delivering services for Converge; and/or

17.2.2 attempt to persuade any individual or company, services on behalf of Converge in the 12 months preceding the end of the agreement, to work for the Client or for any other entity; and/or

17.2.3 The Client agrees that any violation of this non-solicitation of personnel clause by the Client would necessarily lead to serious damage for Converge. Converge can obtain an injunction to stop a breach or threatened breach, in addition to any other available remedy. 17.2.4 Although the restrictions contained in this clause are considered reasonable by the Parties, if such a restriction is deemed to be wholly

or partially invalid or if the period or scope of application is reduced, the restriction shall remain in force for what is considered to be the remaining valid period.

18. Service Feedback

18.1 In the event Converge receives a concern regarding the services provided, raised by either:

18.1.1a Client Employee directly; or

18.1.2 from the Client on behalf of itself or any Client Employee with Client employee consent

(each a Client representative)

18.2 Converge shall follow a formal feedback process including:

18.2.1 within fifteen (15) business days provide the Client Representative with a summary that includes the outcome of the review.

18.2.2 Review summary release is subject to the nature of the concern and the consent of the individual involved to proceed with an investigation and report findings to the Client and/or Client Employee.

18.2.3 Converge shall reasonably cooperate with the Client representative to address and resolve such matters.

18.3 Within twenty (20) business days of receiving notification from the Client or Client employee (or within such other timeframe as agreed between the parties), to the extent practicable, all service-related concerns shall be addressed and resolved.

19. Dispute Resolution

19.1 The parties agree that unless and until a party has complied with the requirements of this clause 19, a Party may not commence any court proceedings in respect of any dispute.

19.2 Referral to Contract Representatives

If at any time a dispute exists between the Client and the Converge:

19.2.1 either party may refer the dispute to the relevant Contract Representatives appointed under Part A-Agreement Details for resolution; and

19.2.2 the relevant Contract Representatives will consider the dispute and in doing so, give due consideration to submissions by the parties in connection with the dispute.

19.2.3 On receipt of that notice by the other party, the parties' representatives must endeavour in good faith to resolve the dispute expeditiously.

19.3 Further referral

19.3.1 If a dispute remains unresolved for 10 Business Days after the referral of the dispute to the relevant Contract Representatives under 19.2, a party may give a written notice to the other party in accordance with this clause 19.3 (Dispute Notice).

19.3.2 The Dispute Notice must:

19.3.2.1 state that the notice is given under this clause 19.3;

19.3.2.2 describe the nature of the dispute; and

19.3.2.3 nominate the party's authorised officer for resolution of the dispute (Authorised Officer).

19.4 Within 2 Business Days after receipt of a Dispute Notice, the receiving party must give a written notice to the other party nominating its Authorised Officer.

19.5 The parties must ensure that their Authorised Officers meet and negotiate with a view to resolving the dispute within 7 Business Days after receipt of the Dispute Notice.

19.6 If the Authorised Officers fail to resolve the dispute within 10 Business Days after receipt of the Dispute Notice, the parties' Authorised Officers may agree to immediately refer the dispute for mediation.

19.7 The parties' agree that the mediation shall be conducted in Melbourne, Victoria and administered by the Australian Disputes Centre according to its mediation guidelines dispute, which set out the procedures to be adopted, the process of selection of the mediator and the costs involved in the process for the resolution of the dispute in which case the dispute will be resolved in accordance with such process.

19.8 Either party may commence litigation if:

19.8.1 the parties fail to resolve the dispute in accordance with paragraph 19.5 and fail to agree a dispute resolution process in accordance with paragraph 19.7 within 10 Business Days after the receipt of the Dispute Notice;

19.8.2 either party fails to comply with any of the requirements of this Clause 19; or

19.8.3 either party fails to comply with any dispute resolution process agreed in accordance with paragraph 19.7.

20. Notices

A notice or other communication to be made by a party to this agreement:

20.1 must be in writing;

20.2 must be signed by an authorised officer, agent or the nominated key contact of that Party;

20.3 must be:

20.3.1 delivered by hand (including courier delivery);

20.3.2 sent by registered or certified mail, to the party at the address set forth in Part A - Agreement Details or at such other address as notified by that party to the other from time to time; or

20.3.3 sent by email, to the email address of the addressee set forth in Part A -Agreement Details or as notified by that party to the other from time to time;

20.4 is deemed to be duly given or made;

20.4.1 if delivered by hand, on delivery;

20.4.2. if by mail, on the date of delivery; and

20.4.3 if by email, on sending (unless the sender's computer reports that the message has not been delivered), but, if notice is received on a day other than a Business

Day or later than 5:00 pm (local time) in the place of receipt, it will be deemed to have been delivered at 9:00 am on the next succeeding Business Day in that place.

21. Term & Termination

21.1 This Agreement begins on the Agreement Start Date and continues as an ongoing arrangement unless terminated earlier under this clause 21.

21.2 Variation or Extension Terms

21.2.1 For fixed term Agreements, the Client shall provide Converge 30 days written notice of exercise of extension option or variation.

21.2.2 For ongoing Agreements, the Client shall provide Converge 30 days written notice of contract variation.

21.2.3 Client refusal or failure to sign a new, varied or extended Agreement within 60 days of parties reaching written agreement (which may be provided via email), will be a direct breach of the Agreement, which will entitle Converge to suspend services at their discretion.

21.3 Holding Over

21.3.1 Due to the nature of the Services and Converge's professional and ethical obligations in relation to providing these, the Client acknowledges that Converge may continue to provide the Services at the request of a Client Employee or on referral by Client Personnel authorised to make such referrals, to comply with such obligations where this Agreement has not been renewed by the Client.

21.3.2 If Converge continues to provide Services following expiry of the Initial Term or a Renewal Term, this Agreement will continue in force on a month-by-month basis (Holding Over).

21.3.3 The Client will pay Converge for Services provided during the Holding Over at the Client's then current Fee rate for the Services plus any Health CPI increases that may have come into force at the commencement of the Holding Over period.

21.3.4 During the Holding Over, the Client may give to Converge ninety (90) day's written notice to renew this Agreement for a Renewal Term and either party must give to the other party ninety (90) day's written notice to terminate this Agreement.

21.4 Termination for Default

A party (in this context, the Non-Defaulting Party) may terminate this Agreement immediately by written notice to the other party (the Defaulting Party) if the Defaulting Party (before or after any Minimum Term has expired) breaches any material obligation of that party under this Agreement and:

21.4.1 the breach is not capable of being remedied; or

21.4.2 the breach is capable of being remedied and the Defaulting Party fails to remedy the breach to the Non-Defaulting Party's satisfaction within twenty-one (21) days after notice in writing has been given to the Defaulting Party requiring such breach to be remedied; or

21.4.3 commits multiple or recurring breaches of this Agreement whether or not remedied; or

21.4.4 commits any breach relating to the Non-Defaulting Party's Confidential Information or Intellectual Property;

21.4.5 goes into liquidation, has a receiver, receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due.

21.5 Termination for convenience

Either party may terminate this Agreement at any time, without cause, by giving 90 days' written notice to the other party.

21.6 Consequences of termination

21.6.1 Termination of this Agreement will have the effect of rendering all amounts owing to Converge immediately due and payable by the Client.

21.6.2 In the event of early termination of the Agreement by the Client pursuant to this clause 21, depending on the Client Type described in the Agreement Details, the following will apply:

21.6.2.1 if the Client is a "Annual Retainer" Client type, it will forfeit the remainder of Services allocated and Management and retainer Fees paid for the remainder of the term as of the termination date and Converge will issue a final invoice covering the Fees for the number of months remaining until end of the Term, or 3 months, whichever is greater;

21.6.2.2 if the Client is a "Fee for Service" Client Type, it is responsible for payment of services utilised up to the date of agreed termination. Management Fees paid at the commencement of each annual term shall be forfeited in the event of early termination;

21.6.2.3 if the Client is a "Monthly Service Fee", Client Type, it will forfeit the remainder of Services allocated and Fees paid for the remainder of the term as of the termination date and Converge will issue a final invoice covering the Fees for the number of months remaining until end of the Term, or 3 months, whichever is greater; and

21.6.2.4 All Clients will forfeit the remainder of Annual Management Fees paid for the balance of the Term.

The Client acknowledges and agrees that the Fees forfeited or payable under this sub-clause (21.5) is a genuine pre-estimate of loss that Converge would suffer due to the early termination of this Agreement by the Client.

21.6.3. Upon expiry or termination of this Agreement for any reason, each party will deliver up to the other party or destroy (as required by that party) all Confidential Information received from that party pursuant to this Agreement (and all copies and reproductions thereof), provided that Converge may retain copies of Confidential Information of the Client, Client Employee Information and records created in the course of dealing with Client Employees accessing the Services, to the extent required for Converge's internal risk management, governance, research and development or record keeping purposes or as required by law.

21.7 Survival

Expiry or termination of this Agreement for any reason does not affect any right that has accrued prior to termination or the provisions of this agreement which are intended to continue after termination.

22. Cancellation and Rescheduling Policy

22.1 *All Products.*

24 hours' notice must be provided prior to all scheduled services.

22.2 *Employee Counselling Sessions (All Support and Coaching Streams and Helplines)*

Cancellations or request for reschedule received less than 24 hours prior to a scheduled session will incur the full charge for the session and will be deducted from the Customer's session entitlement.

22.3 *Critical Incident, Planned Support, Onsite Wellbeing Services, Consulting.*

Cancellations or request for reschedule received less than 24 hours prior to a scheduled service will incur the full charge for the service based on the period of time requested by the Client's agent at the time of booking. Cancellations or request for reschedule received with greater than 24 hours notice will incur full fees for services already rendered, including but not limited to Triage, Coordination, Preparation and Planning fees.

23. Modern Slavery

23.1 Converge assess and manage the risks of modern slavery across all stages of service provision, and require the same commitment from Clients, suppliers and business partners.

23.2 If Converge becomes aware of any modern slavery practices within its operations or supply chains, Converge will take immediate and appropriate steps to investigate, address, and eliminate such practices. This may include engaging directly with clients and suppliers, implementing corrective actions, and working collaboratively to ensure that modern slavery is prevented.

23.3 Converge expect all parties in our supply chain to comply with applicable laws and ethical standards relating to modern slavery. Converge will regularly review its policies, procedures, and relationships to uphold this commitment and ensure that modern slavery is not tolerated in any part of our business or supply chain.

24. Anti-Corruption/Bribery

24.1 Each party agrees to fully comply with all applicable anti-corruption laws and regulations, including implementing and adhering to relevant policies, procedures, and training to ensure compliance with Anti-Bribery Requirements.

24.2 Converge acknowledges that Client employees, whether directly or indirectly, must not give, offer, accept, or receive any gratuities (whether from government officials or private parties) in relation to activities involving the Client. Similarly, Converge will not give, offer, accept, or receive any gratuities (whether from government officials or private parties) in connection with its business operations.

25. General

25.1 No assignment

A party must not assign its rights or obligations under this agreement without the written consent of the other party. Nothing in this clause 25.1 prevents Converge from engaging a subcontractor, consultant or the like to provide the Services.

25.2 This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (oral or written) in respect of the subject matter of this Agreement. Each party acknowledges that it has entered into this Agreement relying only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, except as expressly set out in this Agreement, each Party shall have no liability for any other representation, warranty or promise made before the date of this Agreement unless it was made fraudulently.

25.3 This Agreement prevails over any other document purporting to deal with the supply of the Services, including any purchase order or standard purchasing terms issued by Client or any terms referred to in an online ordering and invoicing facility used by Client.

25.4 Waiver

25.4.1 Waiver of a breach or of any right of election arising from a breach of this document must be in writing and signed by the party granting the waiver.

25.4.2 A breach or any right of election arising from a breach of this document is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

25.5 Converge's responsibility to the Client under this Agreement is as a Service Provider. Converge are not the Client's representative, agent, partner, joint venture partner, employee or fiduciary or have any other similar relationship. This document does not create a partnership, agency, fiduciary or any other relationship, except the relationship of independent contracting parties.

25.6 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

25.7 Severance Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability.

25.8 Where there is any conflict between this Agreement and any other written Agreement between the parties Converge shall have the sole right to determine which Agreement shall take precedence.

25.9 This document is governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

25.10 Further action Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this agreement.

25.11 Counterparts This agreement may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this agreement by signing any counterpart.

26. PRODUCT SPECIFIC TERMS AND CONDITIONS

In the event of any conflict between the General Terms and Conditions and these Product-Specific Terms and Conditions, the Product-Specific Terms and Conditions shall prevail.

26.1 Onsite Wellbeing Services

26.1.1 Either party may terminate an Agreed Onsite delivery program by giving 90 days' written notice to the other party.

26.1.2 Cancellation of program scheduling, or part thereof, notified to the Converge team within 14 days of planned service shall incur a 100% service fee charge.

26.1.3 All Onsite program quoted pricing is valid up to 30 days from date of quote or proposal.

26.1.4 All Onsite programs are charged at Half-day or Full-day rates.

26.1.5 Client required Medical clearance appointments and site induction for Converge consultants shall be charged to the Client at a Half-Day rate.

26.1.6 The Contract Administration Fee shall be charged in advance and shall cover all costs incurred by Converge in connection with the activation, sourcing, administration, and onboarding processes related to the services provided under this Agreement. This fee is non-refundable and is payable upon execution of this Agreement.

26.1.7 Converge use every endeavour to allocate consultants no more than 3 hours travel from site. Travel charges will vary depending on remoteness of location and availability of consultants.

26.1.8 If flights, accommodation and meals are not provided by the Client, then travel costs shall be charged at cost +10%.

26.1.7 Converge and the Client shall meet quarterly to review travel charges and other Onsite program items.

26.1.8 Converge will not commence with any Onsite contract implementation activities without first receiving a signed Onsite proposal and/or Agreement

26.1.9 Converge shall not commence sourcing of Onsite Wellbeing consultants until the Client has provided all information required to complete the Onsite Wellbeing Support implementation form.

26.1.10 Sourcing and deployment of regular ongoing Onsite Wellbeing consultants may take up to 12 weeks from receipt of completed Onsite Wellbeing Support implementation information.

26.1.11 Unless Converge receives written notice of termination or non-renewal from the Client prior to the current program's end date, the program shall be deemed to continue under the same terms and conditions, subject to any updated fees or terms provided in the renewal notice.

26.2 Consulting

- 26.2.1 For individual assessments, Converge will ensure that written consent is obtained from the Client Employee to release their personal information to the Client in connection with these services.
- 26.2.2 All Reporting shall be delivered with de-identified data, no Client Employee individual personal information is disclosed in Reporting.
- 26.2.3 For group or assessment services, bookings cancelled within 5 business days of appointment will incur a charge of 100% of the agreed service fees. For individual assessment services, bookings cancelled within 24 hours of appointment will incur a charge of 100% of the agreed service fees.
- 26.2.4 All Consulting services (excluding Outplacement services) will include a payment equal to 20% of the agreed service fees, to be payable in advance of service delivery. In all circumstances, the advance payment will be non-refundable including where the Client elects to not proceed with the Consulting services. The parties acknowledge that the advance payment reflects costs incurred and resources committed by Converge in preparation for the Outplacement Services. Accordingly, except where required by law, the advance payment is non-refundable, including where the Client cancels or elects not to proceed with the Training Services.
- 26.2.5 Outplacement Services are a packaged fee model with all (100%) of the agreed Outplacement Services Fees payable in advance of service delivery. In all circumstances, the Outplacement Services Fees will be non-refundable, including where the Client elects to not proceed with the Outplacement Service. The parties acknowledge that the advance payment reflects costs incurred and resources committed by Converge in preparation for the Outplacement Services. Accordingly, except where required by law, the advance payment is non-refundable, including where the Client cancels or elects not to proceed with the Training Services.
- 26.2.6 All Consulting quoted pricing is valid up to 30 days from date of quote.
- 26.2.7 Consulting services are to be used within 6 months of Agreement commencement.
- 26.2.8 A 10% premium is applied on the hourly rate for all services delivered outside of business hours and on Public holidays. (Business hours are 8.00am-6.00pm Monday-Friday).
- 26.2.9 Converge shall not provide a credit for any unused funds
- 26.2.10 Converge shall obtain informed consent from all Client employees utilising the services
- 26.2.11 The Client warrants and undertakes that neither its agents, officers, nor employees shall record the consulting services in any form.
- 26.2.12 Copyright, Ownership and Delivery
- 26.2.13 The Client agrees that Converge owns all copyright in Wellbeing Plans and Slides.
 - 26.2.13.1 The Client agrees:
 - 26.2.13.1.1 All materials provided in electronic or hard format at all times remain the copyright of Converge International
 - 26.2.13.1.2 Converge acknowledge that at times material may deviate in format from Converge Corporate Identity to suit the requirements of the Client, all materials must have a minimum of '© Converge International, 2016' inside the front cover, along with Converge International contact details.
- 26.2.14 Converge grants to the Client a royalty -free, non-sublicensable, non-transferable,

licence to use and copy the Converge Wellbeing Plans and Slides.

26.3.15 The Client warrants and undertakes that neither its agents, officers, nor employees shall record consulting services in any form.

26.3 Training

26.3.1 Copyright, Ownership and Delivery

26.3.1.1 All training materials shall be supplied by Converge. Intellectual Property and copyright in supplied training material, including Converge supplied eLearning materials, at all times vests in Converge

26.3.1.2 All materials provided in electronic or hard format at all times remain the copyright of Converge International

26.3.2 Converge acknowledge that at times material may deviate in format from

26.3.3 Converge Corporate Identity to suit the requirements of the Client, all materials must have a minimum of '© Converge International, 2016' inside the front cover, along with Converge International contact details.

26.3.4 All materials and programs that are designed and developed by Converge International can only be delivered by an authorised Converge International Representative.

26.3.5 Whilst a training program may be customised for a client organisation, the ownership and copyright is retained by Converge International

26.3.6 Converge grants to the Client a royalty -free, non-sublicensable, non-transferable, licence to use and copy the Converge training materials. The Client agrees to use the training material for the purpose of training delivery and shall not commercially exploit any licenced training material.

26.3.3 Training is delivered via webinars where client employees can register and access webinars. In the event of no Client Employee engagement, Converge shall not refund any fees already paid by the Client.

26.3.4 Client acknowledges that Converge do not actively manage eLearning modules after delivered to Client.

26.3.5 All Training services will include a payment equal to 20% of the agreed service fees, to be payable in advance of service delivery.

26.3.6 Where the Agreement is executed less than ten (10) days prior to the proposed Service Delivery Date, Converge does not guarantee that the Services will be able to commence or be delivered by that date. In such circumstances, any delay in commencement or delivery arising from the shortened implementation period will not constitute a breach of this Agreement by Converge and no service levels, service credits, penalties or other remedies shall apply in respect of such delay. Converge will use reasonable efforts to meet the requested Service Delivery Date but makes no commitment to do so.

26.3.7 Where the Agreement is signed less than 10 days before service delivery date a 20% surcharge will apply.

26.3.8 Converge cannot guarantee delivery of service without at least 10 days notice before Client delivery date.

26.3.9 The Client agrees to reimburse Converge for all travel expenses incurred in the delivery of services.

- 26.3.10 If flights, accommodation and meals are not provided by the Client, then travel costs shall be charged at cost +10%.
- 26.3.11 Cancellations or Rescheduling Policy
Where the Client provides notice of cancellation or request to reschedule within 5 business days of scheduled service delivery, the Client will incur a charge of 100% of the agreed service fees. In all circumstances, the advance payment equal to 20% of the agreed service fees, will be non-refundable including where the Client provides notice of cancellation of the Training services with more than 5 business days prior to the scheduled service delivery .
- 26.3.12 All Training services will include a payment equal to 20% of the agreed service fees, to be payable in advance of service delivery. The parties acknowledge that the advance payment reflects costs incurred and resources committed by Converge in preparation for the Training Services. Accordingly, except where required by law, the advance payment is non-refundable, including where the Client cancels or elects not to proceed with the Training Services.
- 26.3.13 Workshops are limited to 20 participants per workshop. Where more than 20 participants are nominated for a workshop, Converge shall schedule multiple workshops to accommodate the group appropriately and ensure effective delivery of the service.
- 26.3.14 In the event a Converge trainer cannot attend scheduled training for any reason, Converge shall endeavour to provide an alternate suitably qualified trainer to deliver the session.
- 26.3.15 In the event Converge is unable to deliver the scheduled training, Converge reserves the right to remedy by providing the Services again or agreeing to refund the fees appropriately, as soon as reasonably practicable.
- 26.3.16 The Client warrants and undertakes that neither its agents, officers, nor employees shall record the training services in any form.

26.4 SafeSelect

- 26.4.1 Any appointment cancelled within 24 hours of appointment will incur a 100% service charge to the Client.
- 26.4.2 Converge may charge the Client for a second psychologist to review the assessment.
- 26.4.3 Assessment Reports are for view and access only by trained staff. Untrained staff can access reports but cannot diagnose or interpret.
- 26.4.4 The Parties agree Assessment reports shall not be released to or shared with the individual who completed the assessment.
- 26.4.5 Converge shall ensure all individuals completing an assessment will be required to complete informed consent forms for release of information.
- 26.4.6 Converge may use a Supplier partner to deliver services.
- 26.4.7 Converge shall retain assessment reports in accordance with Applicable Privacy Laws.
- 26.4.8 Intellectual Property and copyright in all materials supplied by Converge, vests in Converge.
- 26.4.9 Converge grants to the Client a royalty-free, non-sublicensable, non-transferable, licence to use the Converge materials. The Client agrees to use the delivered materials for the purpose of this Agreement only.

26.4.10 All SafeSelect quoted pricing is valid up to 30 days from date of quote.

26.4.11 SafeSelect services are to be used within 6 months of Agreement commencement.

26.4.12 All services delivered outside of Converge standard business hours shall incur 10% surcharge. (Converge standard business hours are 8.00am-6.00pm Monday-Friday)

26.5 Digital Subscription Only Products

26.5.1 For opt-in digital subscription services, Converge shall not provide any refunds if the service is cancelled within the annual subscription period