

TERMS AND CONDITIONS

1. ABOUT THIS AGREEMENT

1.1 What this Agreement is about

- (a) This Agreement is between Handspark Pty Ltd (ACN 612 118 886) (**Handspark**) and the company or individual whom Handspark has agreed to supply the Seed New Therapist Program (**Customer**).
- (b) This Agreement sets out the terms and conditions that apply to the Customer's subscription for and access to, and use of, the Seed New Therapist Program and the Customer's and its Authorised Users's access to and use of the Materials and Content supplied by Handspark via the Seed New Therapist Program.

1.2 Acceptance of this Agreement

- (a) The terms and conditions set out in this Agreement are important. Please read them carefully.
- (b) When the Customer subscribes, or otherwise uses or accesses the Seed New Therapist Program, the Customer agrees to be bound by this Agreement and Handspark's privacy and security policies.
- (c) The Customer may be asked to click "I agree" (or similar) at the appropriate place prior to the Customer's subscription and/or access to the Seed New Therapist Program. At such time, if the Customer does not click "I agree" (or similar), the Customer or its Authorised Users will not be able to use the Seed New Therapist Program.
- (d) If the Customer does not agree to the terms and conditions of this Agreement, the Customer must not use or access the Seed New Therapist Program in any way.

1.3 This Agreement is subject to change

- (a) The Customer acknowledges and agrees that Handspark may change the terms and conditions of this Agreement at any time for a variety of reasons, including (without limitation) to reflect changes in applicable law or updates to the Seed New Therapist Program, Materials and/or Content.
- (b) The most current version of the terms and conditions of this Agreement will be posted on Handspark's website. If an amendment is material, as determined in Handspark's sole discretion, Handspark may notify the Customer by email and/or posting it to Handspark's website.
- (c) Changes will be effective on and from the day they are posted and apply to all access to and use of the Seed New Therapist Program thereafter.
- (d) If the Customer does not agree to any changes made to the terms and conditions of this Agreement, the Customer and its Authorised Users must stop using the Seed New Therapist Program, because by continuing to use the Seed New Therapist Program the Customer indicates its agreement to be bound by the updated terms.

2. TERM

- (a) The Customer acknowledges and agrees that the Seed New Therapist Program is a structured 12-month long traineeship for therapists new to hand therapy, designed for each Authorised User to access, use and complete the Material and Content over a 12-month period. On written request of the Customer made at any time before the expiry of the relevant 12-month period in which an Authorised User has to complete the Seed New Therapist Program, Handspark may, in its sole discretion, agree to extend the term in which the relevant Authorised User has to complete the Seed New Therapist Program for a further one month, so that the total period the relevant Authorised User has to complete the Seed New Therapist Program is 13-months.
- (b) This Agreement commences on the Commencement Date and is for a minimum period of 12-months.
- (c) This Agreement will automatically renew on the date following the expiration of the initial 12-month period for additional 12-month terms unless the Customer provides Handspark with a notice of termination in accordance with clause 13.2.

3. LICENCE

- (a) Subject to the terms and conditions of this Agreement, the Customer is granted, during the term of this Agreement, a non-exclusive, non-transferrable licence for the Customer and its Authorised Users to use the Seed New Therapist Program, Materials and Content from time to time made available to the Customer solely for the Customer's internal business purposes of:
 - (i) training Authorised Users; and
 - (ii) providing professional services to the Customer's clients.
- (b) All rights not expressly granted to the Customer under this Agreement are reserved by Handspark.

4. SERVICES

4.1 Provision of the Seed New Therapist Program, Materials and Content

Subject to the Customer's compliance with this Agreement, throughout out the term of this Agreement, Handspark will:

- (a) provide the Customer and each Authorised User with access to the Seed New Therapist Program, Material and Content;
- (b) be available during Handspark's business hours, acting reasonably, to:
 - (i) discuss the Seed New Therapist Program via telephone or email; and
 - (ii) provide technical assistance in relation to Handspark's website; and
- (c) update and monitor the Material and Content as and when required.

4.2 Access to the Seed New Therapist Program and delivery of the Material and Content

- (a) Access to the Seed New Therapist Program and delivery of the Material and Content is made using the World Wide Web, and as such is subject to the Customer having appropriate internet access and appropriate IT equipment, resources and facilities.
- (b) The Customer is responsible for ensuring that it has the necessary internet access and necessary IT equipment, resources, facilities and equipment and internet connection to access and/or download (as applicable) the Seed New Therapist Program, Materials and Content.

- (c) Handspark is not responsible for the Customer's inability to access and/or download (as applicable) the Seed New Therapist Program, Materials and Content or any part of the Seed New Therapist Program, Materials and Content due to the failure of the Customer's, or its Authorised User's, equipment or connectivity.

4.3 Use by Authorised Users only

- (a) Only the Customer and Personnel authorised by both Handspark and the Customer (**Authorised Users**) are entitled to access and use the Seed New Therapist Program, Materials and Content.
- (b) The Customer must ensure that each Personnel having access to the Seed New Therapist Program, Materials and Content:
 - (i) is an Authorised User;
 - (ii) has its own valid login to the Seed New Therapist Program, as purchased by the Customer from time to time; and
 - (iii) only accesses and uses the Seed New Therapist Program, Materials and Content strictly in accordance with this Agreement.
- (c) The Customer is responsible for use of the Seed New Therapist Program, Materials and Content by all Authorised Users.
- (d) Any logins issued by Handspark to an Authorised User is personal and confidential to that Authorised User. If Handspark suspects that any logins are being used by an unauthorised user or a different Authorised User to the person to whom it was issued, that login may be cancelled and the Customer may be liable for additional charges, in accordance with Handspark's then current pricing and payment schedule, in respect of any such unauthorised use.
- (e) The Customer acknowledges and agrees that, as the Seed New Therapist Program is designed for each Authorised User to use from start to finish, Handspark will be under no obligation to transfer a login assigned to one Authorised User to a new Authorised User for any reason.

4.4 Restriction on reproduction etc. of the Materials and Content

- (a) The Customer and the Authorised Users may download and print the Materials as reasonably required for each Authorised User to undertake the Seed New Therapist Program. Such Materials must only be used for the Customer's internal purposes of training Authorised Users undertaking the Seed New Therapist Program.
- (b) Except as specifically provided in clause 4.4(a), the Customer and Authorised Users are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using the Materials.
- (c) The Customer and Authorised Users must only access and use the Content online. The Customer and Authorised Users must not download, store, reproduce, transmit, displaying, print, copy or distribute the Content.

4.5 Restrictions on access and use of the Seed New Therapist Program

- (a) The Customer must not, and must ensure Authorised Users do not, do any of the following, whether directly or indirectly:
 - (i) licence, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Seed New Therapist Program, Materials or Content in any way;

- (ii) use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or any part of the original or any copy of the Material or Content (electronically or otherwise), except as expressly authorised by this Agreement;
- (iii) modify or make derivative works based on the Seed New Therapist Program, Materials or Content;
- (iv) create internet “links” to the Seed New Therapist Program, Materials or Content;
- (v) reverse engineer or access the Seed New Therapist Program, Materials or Content in order to (or in any way in connection with):
 - (A) build a competitive product or service;
 - (B) build a product or service using similar ideas, features, functions or graphics; or
 - (C) copy any ideas, features, functions or graphics of the Seed New Therapist Program, Materials or Content.
- (b) The Customer must:
 - (i) notify Handspark immediately of any unauthorised use of any login known to the Customer or any other known or suspected breach of security; and
 - (ii) report to Handspark immediately and use reasonable efforts to stop immediately any copying or distribution of Material and Content that is known or suspected by the Customer.

4.6 Changes to the Seed New Therapist Program, Materials and Content

- (a) Handspark is continually changing and improving the Seed New Therapist Program, Materials and Content.
- (b) Handspark may add, alter, or remove all or part of the Seed New Therapist Program, Materials and Content at any time without prior notice.
- (c) Handspark may remove content from the Seed New Therapist Program, Materials and/or Content at any time in Handspark’s sole discretion, although Handspark will endeavour to notify the Customer before it does so if it materially impacts the Customer.

4.7 Non-Exclusive Services

- (a) The Customer acknowledges and agrees that Handspark may provide the Seed New Therapist Program to any person including the Customer’s competitors.
- (b) Handspark makes no promise of exclusivity.
- (c) The Customer further acknowledges and agrees that Handspark employees and contractors may also be Handspark customers and that they may compete with the Customer, although they must not use the Customer’s confidential information in doing so.

5. PRICES, INVOICING AND PAYMENT

5.1 Prices

- (a) The Customer agrees to pay Handspark the Fee for each Authorised User’s login and use of the Seed New Therapist Program purchased or used in accordance with Handspark’s current pricing and payment schedule provided to the Customer from time to time.
- (b) Fees are calculated annually and are subject to change and adjustment in accordance with clause 5.2 from time to time.

- (c) The Customer must notify Handspark as soon as practicable if the number of Authorised Users increases or decreases. If there is:
 - (i) an increase in the number of Authorised Users, the Fee payable will automatically be adjusted to cover the prices, fees and charges for additional logins; and
 - (ii) a decrease in the number of Authorised Users, subject to clause 6, the Fee payable will be adjusted effective from the Customer's next payment.
- (d) Fees paid by the Customer are non-refundable, except as provided in this Agreement or when required by law.
- (e) All Fees are inclusive of GST.
- (f) Unless otherwise indicated, all fees and other charges are in Australian dollars, and all payments must be in Australian currency.

5.2 Price changes

- (a) Handspark may change the Fees for each Authorised User's login and use of the Seed New Therapist Program from time to time. Handspark will communicate any Fee changes to the Customer in advance.
- (b) Fee changes for the Seed New Therapist Program will take effect at the start of the next payment following the date of the Fee change.
- (c) The Customer accepts the new Fees by continuing to use the Seed New Therapist Program after the Fee change takes effect.
- (d) If the Customer does not agree with the Fee changes, the Customer may reject the change by cancelling its subscription before the Fee changes comes into effect. The Customer must therefore make sure it reads any such notification of Fee changes carefully.

5.3 Invoicing and payment

- (a) Subject to agreement in writing otherwise by Handspark, Handspark will invoice the Customer the Fees monthly and/or annually in advance.
- (b) Each tax invoice issued by Handspark in accordance with this Agreement will:
 - (i) show the amount of the Fees;
 - (ii) show the amount of applicable GST;
 - (iii) include Handspark's bank account details to enable EFT payment;
 - (iv) be sent electronically to the Customer's email address as notified by the Customer to Handspark from time to time; and
 - (v) otherwise, be compliant with the GST Act.
- (c) The Customer must pay in full all invoices within 14 days of the date of the relevant invoice, subject to any agreement between Handspark and the Customer to pay invoices on a monthly basis via direct debit (or otherwise).
- (d) If the Customer does not pay Handspark the invoiced amount in full within the time stipulated in this Agreement, Handspark may (without limitation):
 - (i) withhold access to the Seed New Therapist Program until the invoiced amount is paid in full;
 - (ii) charge interest on amounts outstanding at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower; and

- (iii) submit the Customer's account to a collection agency. In which case the Customer agrees that Handspark may recover the outstanding amount specified in the invoice including interest, Handspark's legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts Handspark pays to any collection agency to act on its behalf.

6. REFUNDS

- (a) While Handspark will never want to lose a customer, the Customer may cancel its subscription to the Seed New Therapist Program within 30 days of the Commencement Date. To cancel its subscription, the Customer must notify Handspark via email to the email address learn@handspark.com within 30 days of the Commencement Date that it is cancelling its subscription to the Seed New Therapist Program.
- (b) Subject to Handspark's agreement in writing otherwise, after the initial 30-day cancellation period, all payments are non-refundable.
- (c) Handspark reserves the right to refuse refunds to any Customer who abuses this refund policy, including (without limitation) any Customer who accesses, uses or downloads excessive Content and Material within the initial 30-day cancellation period.

7. RIGHT, TITLE AND INTEREST IN THE SEED NEW THERAPIST PROGRAM, MATERIAL AND CONTENT

- (a) All right, title, and interest (including all copyrights and other intellectual property rights) in the Seed New Therapist Program, Materials and Content (in both print and machine-readable forms) belong to Handspark.
- (b) The Customer acquires no right, title, and interest (including no ownership of copyright or other intellectual property rights or proprietary interest) in the Seed New Therapist Program, Materials and Content, or copies thereof.
- (c) The Customer must not, and must ensure Authorised Users do not, do any of the following, whether directly or indirectly:
 - (i) licence, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Seed New Therapist Program, Materials or Content in any way;
 - (ii) use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or any part of the original or any copy of the Material or Content (electronically or otherwise), except as expressly authorised by this Agreement;
 - (iii) modify or make derivative works based on the Seed New Therapist Program, Materials or Content;
 - (iv) create internet "links" to the Seed New Therapist Program, Materials or Content;
 - (v) reverse engineer or access the Seed New Therapist Program, Materials or Content in order to, or in any way in connection with:
 - (A) build a competitive product or service;
 - (B) build a product or service using similar ideas, features, functions or graphics; or
 - (C) copy any ideas, features, functions or graphics of the Seed New Therapist Program, Materials or Content.

8. WARRANTIES

8.1 Australian Consumer Law

If the Customer is a “consumer” for the purposes of the Australian Consumer Law, certain guarantees may be conferred on the Customer and certain rights and remedies may be conferred on the Customer which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, Handspark’s liability to the Customer is limited at Handspark’s option to:

- (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and
- (b) in the case of services, resupply of the services or payment of the cost of resupplying the services.

8.2 Handspark’s Warranties and Exclusions

- (a) Handspark represents and warrants that it has the right and authority to make the Seed New Therapist Program available to the Customer in accordance with this Agreement.
- (b) To the maximum extent permitted by law, the Seed New Therapist Program is provided on an “as is”, “as available” basis and, unless expressly stated to the contrary in this Agreement, Handspark excludes all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise, including without limitation that the Seed New Therapist Program, Materials and Content are or will be complete or free from errors or that information will continue to be available to Handspark to enable Handspark to keep the Seed New Therapist Program, Materials and Content up-to-date.

8.3 Customer’s Warranties

The Customer represents and warrants and undertakes to Handspark that:

- (a) all information which it provides to Handspark is true and correct and is not misleading or deceptive; and
- (b) it has examined the terms of this Agreement and has satisfied itself of its capacity to use and access the Seed New Therapist Program in accordance with its terms and that, in entering into this Agreement, it has not relied upon any representation, warranty or inducement from Handspark.

9. RISK AND LIABILITY

9.1 Risk

- (a) All express and implied terms, conditions and warranties which might otherwise apply to, or arise out of this Agreement are excluded, other than as expressly set out this Agreement or which cannot be lawfully excluded.
- (b) The Customer is solely responsible for all risks associated with access and use of the Seed New Therapist Program, Material and/or Content by the Customer or its Authorised Users, and Handspark makes no representations or warranties in this regard.

9.2 Liability

- (a) Handspark will not be liable for any loss, damage or liability (including special, indirect, consequential or incidental loss) howsoever arising in connection with access and use of the Seed New Therapist Program, Material and/or Content by the Customer or its Authorised Users or by any person.
- (b) Handspark’s liability under or in connection with this Agreement for any and all damage, loss or liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, is excluded. To

the extent to which liability cannot be lawfully excluded, Handspark's liability under or in connection with this Agreement including liability for any condition or warranty implied by law, for any and all damage, loss or liability, whether in contract or tort (including negligence), for breach of statutory duty or otherwise, is limited to the total Fees paid by the Customer to Handspark during the preceding 12-month period.

10. INDEMNITY

- (a) The Customer releases and indemnifies (and will keep indemnified) Handspark from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or damage suffered by any of those indemnified, arising from any claim, demand, action or proceeding by any person against any of those indemnified, in connection with use of and/ or access to the Seed New Therapist Program, Materials and/or Content by the Customer or its Authorised Users.
- (b) This indemnity is cumulative upon and in addition to any other right or remedy available to a party.

11. PRIVACY

- (a) Handspark takes the Customer's and each Authorised User's privacy very seriously.
- (b) When the Customer subscribes for the Seed New Therapist Program, it will be required to provide some personal information, such as names, email addresses, phone numbers, work details etc. This information will be used to communicate with the Customer about the Seed New Therapist Program, to gain the Customer's feedback, and to send the Customer periodic emails with invoices, news, promotions, and other business development events and activities that may be of interest for the Customer in the future.
- (c) Handspark will under no circumstances sell or rent or otherwise disclose any personal information that the Customer supplies to Handspark to any third party (except to the extent compelled by law).
- (d) If at any time the Customer would like a copy of the personal information Handspark holds about it, the Customer should contact Handspark on learn@handspark.com with a written request.
- (e) Handspark implements a variety of security measures to maintain the safety of the Customer's personal information.
- (f) The Customer's credit card details are not kept or stored in any fashion by Handspark.
- (g) In order to assist with providing tax invoices and processing payments, the Customer's basic details including name, address and purchase will be entered into the cloud based accounting program MYOB by Handspark. If the Customer objects to its details being stored on secure MYOB services including those offshore, please contact Handspark.
- (h) If the Customer has any questions regarding Handspark's privacy policy, the Customer may contact Handspark using the information below:

Address: 2 Tybell Street, Winnellie NT 0820

Phone: (08) 8981 6555

Email: learn@handspark.com

Website: handspark.com.au

12. INTELLECTUAL PROPERTY OWNERSHIP

- (a) Handspark alone owns all right, title and interest, including all related Intellectual Property Rights, in and to the Seed New Therapist Program, Materials and Content and any suggestions, ideas, feedback or recommendations provided by the Customer or any other party relating to the Seed New Therapist Program, Materials and Content.
- (b) Neither this Agreement nor the Customer's use of the Seed New Therapist Program, Materials or Content grants the Customer ownership in the Seed New Therapist Program, Materials or Content.
- (c) Handspark name, Handspark logo, and the product names associated with the Seed New Therapist Program are trademarks of Handspark, and no right or licence is granted to the Customer to use them.

13. TERMINATION AND SUSPENSION

13.1 Termination by Handspark for cause

Handspark may terminate this Agreement with immediate effect by providing written notice to the Customer:

- (a) if the Customer is in breach of this Agreement and such breach is incapable of being remedied;
- (b) if the Customer is in breach of this Agreement and such breach is capable of being remedied, but the Customer fails to remedy the breach within 10 Business Days of the Customer's receipt of a notice requiring it to do so;
- (c) if the Customer or an Authorised User acts or omits to act in a manner calculated or likely to bring Handspark into disrepute;
- (d) if the Customer is subject to an Insolvency Event; or
- (e) where otherwise permitted pursuant to any terms and conditions of this Agreement.

13.2 Termination by the Customer

The Customer may terminate this Agreement by giving Handspark written notice at least 30 days prior to the end of the then current annual payment period that it wishes to terminate this Agreement.

13.3 Suspension, limitation and discontinuance

- (a) Handspark may also limit, suspend, or discontinue the Seed New Therapist Program at Handspark's discretion.
- (b) If Handspark discontinues the Seed New Therapist Program, Handspark will give the Customer reasonable advance notice to provide the Customer with an opportunity to obtain a copy of the Customer's Materials.

13.4 Effect of Termination

Notwithstanding the termination of this Agreement, this Agreement continues to apply as between the parties to the extent necessary until all Authorised Users' use and access to the Seed New Therapist Program expires or is terminated.

13.5 Return of Materials and property

On termination or expiration of this Agreement, the Customer must upon Handspark's request promptly provide or return to Handspark (or at the request or with the consent of Handspark, destroy):

- (a) all relevant Materials, whether complete or partially complete (including copies, summaries and excerpts);

- (b) all relevant documentation, documents, papers, materials, technical information, data and reports; and
- (c) any other relevant property,
(in whatever form, including in electronic format) of or belonging to Handspark which are in the Customer's possession or control, provided that the Customer:
- (d) may retain one copy of any record or document returned or destroyed under this clause 13.5 on a confidential basis if required by Law.

13.6 Accrued Rights

Termination or expiration of this Agreement for whatever reason does not affect the rights and obligations of the parties which have accrued prior to the date of termination or expiration, including any right to claim damages as a result of a breach of this Agreement.

14. UNFORESEEN EVENTS

Handspark may cancel or suspend delivery of the Seed New Therapist Program, Material and/or Content in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond Handspark's reasonable control.

15. GST

- (a) Unless otherwise indicated, the consideration expressed to be payable under this Agreement for any Supply made under or in connection with this Agreement is inclusive of GST, where GST is calculated using the GST Rate.
- (b) The party making a Supply must provide the Recipient with a tax invoice and/or adjustment note in relation to the Supply prior to an amount being paid by the Recipient under this Agreement and must do all things reasonably necessary to enable and assist the Recipient to claim and obtain any Input Tax Credit available to it in respect of a Supply.

16. GENERAL MATTERS

16.1 Notice

- (a) Any notice or other communication required to be given under this Agreement (**Notice**) must be:
 - (i) in writing and in the English language; and
 - (ii) sent to the other party in accordance with the following details, as updated in writing to the other party from time to time:

Handspark:
 Attention: Beth Taylor & Ngaire Turnbull
 Address: 2 Tybell St Winnelliie NT 0820
 Email: learn@handspark.com

Customer:
 As provided by the Customer to Handspark at the time of initial purchase of the Seed New Therapist Program.
- (b) Any Notice is regarded as given and received:
 - (i) if sent by mail: 3 Business Days after it is posted; and

- (ii) if sent by email: if the sender does not receive a message from its internet service provider, email program or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if before 5:00pm on a Business Day, otherwise on the next Business Day.

16.2 Governing Law

This Agreement shall be governed by the laws of the Northern Territory of Australia.

16.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any representations warranties and agreements previously given made or entered into other than those contained herein, and no variation of this Agreement shall be effective unless in writing signed by (or by some person duly authorised by) each of the parties.

16.4 Severability

If it is held by a court of competent jurisdiction that:

- (a) any part of this Agreement is void, voidable, illegal or unenforceable; or
- (b) this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement was severed from this Agreement;

that part shall be severed from and shall not affect the continued operation of the rest of this Agreement.

16.5 Exercise of Rights

Any rights conferred by this Agreement upon the parties shall be unconditional and without prejudice to all other rights and remedies available to them.

16.6 Waiver

Failure or omission by any of the parties at any time and from time to time to enforce or require the strict compliance with any provision of this Agreement shall not affect or impair such provision in any way or the rights of such party to avail itself of such remedies as it may have in respect of any breach or breaches of any such provisions.

16.7 Variation

No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any party therefrom shall be of any force or effect unless the same shall be confirmed in writing, signed by the parties, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

17. DEFINITIONS AND INTERPRETATION

17.1 Definitions

In this Agreement, including the Recitals, unless and except to the extent that the context otherwise indicates or requires:

Agreement means this Agreement and its Schedules.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Authorised Users has the meaning given to that term in clause 4.3(a).

Business Day means a day which is not Saturday, Sunday, nor a public holiday in Darwin.

Commencement Date means the date the Customer first accesses the Seed New Therapist Program.

Content means software (including machine images), data, text, audio, video, or images posted, stored, displayed, distributed, or transmitted on or in connection with the Seed New Therapist Program.

Customer has the meaning given to that term in clause 1.1(a) and includes its successors and permitted assigns.

Fees means the prices, fees and charges for the Seed New Therapist Program set out, referred to our otherwise calculated in accordance with Handspark's current pricing and payment schedule, or as otherwise agreement between the parties in writing.

GST has the meaning assigned to that term in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Rate means the percentage amount of GST payable determined under section 9-70 of the GST Act as amended from time to time.

Handspark has the meaning given to that term in clause 1.1(a).

Input Tax Credit has the meaning assigned to that term in the GST Act.

Insolvency Event means any of the following events:

- (a) in the case of a corporation:
 - (i) an application is made to a court for an order or an order is made that the corporation be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that corporation or one of them is appointed, whether or not under an order;
 - (iii) a meeting is convened or a resolution is passed to appoint an administrator in respect of that corporation;
 - (iv) except to reconstruct or amalgamate while solvent, the corporation enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them;
 - (v) the corporation proposes or enters into a deed of company arrangement with or for the benefit of all or any class of its creditors;
 - (vi) a resolution is passed to wind up or dissolve that corporation;
 - (vii) the corporation is dissolved;
 - (viii) the corporation is or becomes or states that it is insolvent or any of the events mentioned in subsection 459C(2) (a) to (f) inclusive of Part 5.4 of the *Corporations Act 2001* (Cth) occurs in respect of the corporation;
 - (ix) the appointment of an administrator in respect of the corporation or a receiver or manager or receiver and manager of the whole or part of the assets and undertaking of the corporation;
 - (x) as a result of the operation of Part 5.4 of the *Corporations Act 2001* (Cth) the corporation is taken to have failed to comply with a statutory demand; or
 - (xi) the corporation is, or makes a statement from which it may be reasonably deduced that the corporation is the subject of an

event described in s459C(2)(b) or s585 of the *Corporations Act 2001*(Cth);

- (b) in the case of an individual or partnership:
 - (i) the individual or any partner in the partnership proposes or enters into a deed of arrangement, composition with or deed of assignment or an assignment for the benefit of all or any of that individual's or that partner's creditors or any class of them;
 - (ii) the individual or any partner in the partnership commits an act of bankruptcy; or
 - (iii) in relation to a partnership, the partnership is dissolved or has an administrator appointed under relevant law.

Materials means all downloadable training and guidance documentation, books, documents, papers, materials, technical information, data and reports created by Handspark in connection with the Seed New Therapist Program.

Personnel means the Customer's directors, officers, employees and agents who are natural persons.

Recipient has the meaning assigned to that term in the GST Act.

Seed New Therapist Program means the online hand therapy training course created and established by Handspark and made available to the Customer under this Agreement and includes (without limitation) the Materials and Content, as amended or updated from time to time.

Supply has the meaning assigned to that term in the GST Act.

17.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to one gender includes all other genders;
- (c) a reference to a person includes a body corporate;
- (d) a reference to a party or parties is a reference to the parties to this Agreement;
- (e) headings are included for reference only and shall not affect the interpretation of this Agreement;
- (f) a party who is a trustee is bound both personally and in its capacity as trustee;
- (g) every covenant or agreement expressed or implied in this Agreement by which more parties than one covenant to agree shall bind such parties and every one or more of them jointly and each of them severally and every provision expressed or implied in this Agreement which applies to more parties than one shall apply to such parties and every two or more of them jointly and each of them severally and their respective administrators, executors and assigns;
- (h) "including" and similar words are not words of limitation;
- (i) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to any document or instrument includes any variation or replacement of it;
- (k) a reference to clauses, annexures or schedules is a reference to the clauses, annexures or schedules of this Agreement;
- (l) a reference to any authority, association or body whether statutory or otherwise shall (if that authority, association or body ceases to exist or

is re-constituted, re-named or replaced or its powers or functions are transferred to any other authority, association or body) be deemed to refer respectively to the authority, association or body established or constituted in its place or as nearly as may be succeeding to its powers or functions;

- (m) reference to time is a reference to time in Darwin;
- (n) if an act must be done on a day which is not a Business Day, that act may be done instead on the next Business Day;
- (o) all monetary amounts are in Australian dollars; and
- (p) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement.