

## Terms & Conditions

<http://www.unitive.com.au/terms-conditions>

### 1. This Agreement

This Agreement sets out the terms on which we will provide the Services to you. Where the Letter is addressed to more than one Addressee, each Addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you receive it.

### 2. Term

This Agreement starts on the date you sign and return the Letter to us or when we first start work on the Services for you, whichever is first. Unless it is terminated earlier, this Agreement terminates when we have completed providing the Services to you and you have paid us our Fees.

### 3. Our Services

3.1 We will provide the Services to you in accordance with this Agreement and with the degree of skill, care and diligence expected of a professional providing services of the same kind.

3.2 Upon receipt of a Purchase Order, or signed (digitally, email authorised or analogue signature) copy of this document, we will confirm the dates when the services will be delivered.

3.3 We will use all reasonable efforts to complete the Services within any agreed time frame.

### 4. Our team

a. We will use reasonable efforts to ensure that our Representatives named in the letter or proposal are available to provide the Services. However, if we need to, we may replace or reassign any Representative at any time on reasonable notice to you.

b. Each of us agrees that, during the term of this Agreement and for a period of six months after it ends, neither of us will directly or indirectly solicit for employment any Representative of the other who is involved with the Services. However, both of us may advertise or recruit generally.

### 5. About Unitive

5.1 We are a Proprietary Limited ACN 602 141 275, a company formed under the laws of Australia and trading as 'Unitive Consulting' & 'Alliancesphere APJC' ABN 24 602 141 275

### 6. Confidentiality

6.1 Each of us agrees to protect and keep confidential any Confidential Information that is given to us by the other.

6.2 Except as set out in this Agreement, or where both of us agree otherwise in writing, we will only use or disclose your Confidential Information to provide the Services to you or other services you may request.

6.3 Where relevant, we may use, disclose and transfer your Information to our Partners and our Representatives, who will use and disclose it only to provide the Services to you.

6.4 We may disclose your Information to our own professional advisers and insurers on a confidential basis.

6.5 Subject to subclause 6.6, either of us may disclose any Confidential Information to the extent that it is required to be disclosed by Law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements.

6.6 A party disclosing any Confidential Information under subclause 6.5 must, where practical and to the extent permitted by Law, notify the other of the requirement to disclose and only disclose the minimum Confidential Information required to comply with the Law or requirement.

6.7 You agree that we may aggregate your Information and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services.

6.8 We will return your Information to you at any time at your request. We may also destroy it if you ask us to. However, we are entitled to retain a copy of any Information you provide to us or which forms part of our Work or our Working Papers, provided that we will continue to keep this Information confidential in accordance with this Agreement.

## 7. Personal Information and privacy

7.1 We will handle Personal Information in accordance with the Privacy Act and our privacy policy available at <http://www.unitive.com.au/privacy>

7.2 You agree to work with us to ensure that both of us meet any obligations that each of us may have under the Privacy Act including, where relevant, notifying the individual to whom the Personal Information relates of who we are and how we propose to use and disclose their information.

7.3 Where you provide us with any Personal Information, you confirm that you have collected the Personal Information in accordance with the Privacy Act, that you are entitled to provide the Personal Information to us and that we may collect, use and disclose the Personal Information for the purpose of providing the Services to you or as otherwise permitted by this Agreement.

## 8. Intellectual Property & Publicity

8.1 You acknowledge and accepts that all Materials are protected by copyright world-wide. Further, that the Proprietary Information is confidential to us and our suppliers and as such is protected by the intellectual property laws of Australia, the United Kingdom, the US and elsewhere. During the terms of this agreement and thereafter us and our suppliers shall retain legal and beneficial ownership of all copyright and any other intellectual property rights in the Proprietary Information and Materials.

8.2 You agree that you will not allow any party to copy, modify, integrate or distribute the Materials in any manner. Further, Client agrees to hold all Proprietary Information in confidence and not to disclose it to any third party.

8.3 Unless we agree otherwise, we will retain ownership of the Intellectual Property in our Work. We give you a royalty-free, non-exclusive, perpetual, world-wide licence to use and reproduce any Reports for the Purpose for which the Report was prepared and any related incidental internal purposes in accordance with the terms of this Agreement.

8.4 Authorised Use – All Proprietary Information and Materials used by us during the delivery of the services are to be used by your employees solely in the conduct of their normal selling and business activities. You will specifically not

use the Proprietary Information and Materials to conduct similar services on your own behalf for your employees or any third party.

8.5 You agree we can use your logos and marks on our Work, unless you tell us otherwise.

8.6 Any publicity to be issued in connection with the Agreement (including any dispute arising) shall only be issued subject to the prior written consent of the parties; such consent shall not be unreasonably withheld.

8.7 Notwithstanding clause 8.6 above, you hereby grant consent for us to make public your selection of the services and to publish a high level profile discussing the reasons supporting your choice and the benefits gained by you.

## 9. Our Work

9.1 Our Work is for your exclusive use and must be used only by you and only for the Purpose.

9.2 Unless we give our Consent:

a. our Work must not be used or disclosed for any other purpose or made available to any other person, except your Professional Advisers and Auditor, on the terms discussed in subclause 9.3

b. our Work and the Services may not be relied on by anyone other than you; and

c. you must not name us or refer to us, our Work or the Services in any written materials (other than to your Professional Advisers and Auditor), or any publicly filed documents, except as required by Law.

9.3 You may provide a copy of our Report to:

a. your Professional Advisers and Auditor, provided that you ensure that each Professional Adviser and Auditor:

(i) is aware of the limits placed on the use of our Report by this Agreement, including that they may not rely on the Report;

(ii) for the Professional Adviser, uses our Report only to advise you in relation to the Services or, for the Auditor, uses our Report only in conducting the Audit; and

(iii) treats our Report as confidential and does not use or disclose our Report in a manner that is not expressly permitted by this Agreement;

b. any other person who is acceptable to us, with our Consent, but only where that person has first executed an agreement provided by us.

9.4 We are not responsible to anyone (apart from you) who is provided with or obtains a copy of our Work without our Consent.

9.5 If we give you our Work in draft form or orally, we do so only on the basis that you may not rely on it in that form. Accordingly, we will not be responsible if you or anyone else relies on our draft Work or oral comments or advice.

9.6 You acknowledge that the final or signed copy of our Report is the definitive version.

9.7 Sometimes, circumstances may change after we have provided our final Work to you; unless we agree with you otherwise, we will not update any final Work we have provided to you.

9.8 You acknowledge that any use of or reliance on our Work that is contrary to this Agreement may expose us to a claim from someone with whom we have no relationship or whose interests we have not considered in providing the Services.

9.9 Accordingly, you agree to indemnify us against any Loss we may suffer or incur in respect of any claim or action by a third party that arises as a result of:

- a. any use or distribution of, or reliance on, our Work that is contrary to the terms of this Agreement or a Consent; or
- b. any access to or use of our Work, by any of your Professional Advisers or Auditor.

9.10 This indemnity does not apply to any Loss incurred in defending a claim or action by a third party:

- a. that results from any wilful misconduct or fraudulent act or omission by us;
- b. where that third party has signed an agreement with us that provides that it can rely on our Work; or
- c. where we have agreed in writing that our Work may be included in publicly available documents.

## 10. Our Fees/Invoicing & Payments

10.1 The Fees and the basis on which they are calculated are set out in this Agreement. We may review the Fees where:

- a. an Unexpected Delay occurs;
- b. there is a change in the scope of the Services we agreed to provide to you; or
- c. you do not accept this Agreement within three months of the date of the Letter.

10.2 You agree to pay us the Fees for the Services in accordance with this Agreement.

10.3 Unless we state otherwise, our Fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.

10.4 We will charge you at cost for any expenses we incur in providing the Services to you. We will tell you what these expenses are before we incur them if they are anything other than incidental.

10.5 Unless we agree with you otherwise, we will use business class (or equivalent) for travel overseas, and economy class for travel within Australia.

10.6 We will also charge you an administration, overhead and telecommunications charge, which is calculated at 5% of our Fees. This charge covers all our out-of-pocket expenses such as telecommunications, stationery and postage.

10.7 We will invoice you monthly in arrears for the Fees (unless we agree with you otherwise) and you agree to pay our invoice within 14 days of receiving it. You agree to pay any undisputed portions of an invoice even if there is a dispute between us about that invoice or another invoice. Where amounts remain due and unpaid we may charge

you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.

10.8 Without limiting any other rights we may have, we are entitled to suspend or terminate the Services, in whole or part, or to retain or withhold any Information we may hold in relation to the Services or any Work we have done for you if you do not pay our invoices on time.

10.9 If we are required to provide Information about you or the Services to comply with a statutory obligation, court order or other compulsory process, you agree to pay all of our reasonable costs and expenses we incur in doing so.

10.10 Payment of Invoices – Each service itemised on our proposal (for example, a training, workshop or consulting) will be invoiced in line with the quote you received. Payment will be due within fourteen (14) days. Expenses incurred during the delivery of services will be invoiced as incurred and will be due for payment within fourteen (14) days. All prices are quoted exclusive of GST which will be added at the prevailing rate as appropriate.

Invoices in Australian dollars can be paid by the following methods. For invoice payment in USD, NZD, Euro, SNG, HKG, Yen and other currencies please contact accounts:

**Direct Debit (Preferred):** Account Name: Unitive Pty Ltd | Bank: Commonwealth Bank | BSB: 062 624 | Account: 11064180 | BIC/SWIFT: CTBAAU2S | IBAN: 06262411064180

**Credit Card/PayPal (all currencies):** We accept Visa, Mastercard, American Express & Paypal via the link below. Unless agreed prior, this method attracts a 2.5% surcharge:

**Cheques:** Please make cheques payable to 'Unitive Pty Ltd' and submit in person or alternatively post: Attn: Accounts at Unitive Pty Ltd, PO Box 420, Wollongong, NSW, Australia, 2520

\*Please include your invoice number as reference with all payments

\*\*Any payment/billing issues please email: [accounts@unitive.com.au](mailto:accounts@unitive.com.au)

10.11 Management of client credits - Where a service engagement has been paid and services have commenced or partially completed but been put on hold due to changes beyond our control we will hold a credit of the outstanding amount for you to be used within 12 months of the original invoice date.

## 11. What you agree to do

11.1 You agree to co-operate with us and provide us with all reasonable and necessary assistance so that we can provide the Services to you. This includes providing us with timely and reasonable access as appropriate, to your premises, facilities, Information and Representatives.

11.2 In addition to any responsibilities you may have that are set out in the Letter, you are responsible for:

- a. the performance of your Representatives;
- b. making timely decisions in connection with the Services;
- c. designating a competent employee to oversee the Services;
- d. evaluating the adequacy of the Services, as they have been described in the Letter, for your particular purposes and needs;

e. providing us with accurate and complete Information. Where any Information that we require in order to provide the Services is to be provided by someone else, you are responsible for ensuring that Information is provided to us. You will need to give us all Information that is relevant to the Services, even if the same Information has been given to us previously during another engagement; and

f. updating any Information where there has been a material change to that Information, including telling us if any of your circumstances change during the course of the Services.

11.3 You acknowledge that:

a. the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be your responsibility, and made by you;

b. our ability to provide the Services depends on you meeting your responsibilities under this Agreement and instructing us or responding to our requests in a timely and effective manner; and

c. we are entitled to and will rely on Information provided by you, the decisions you make and any approvals you give; and

d. we will not be liable for any default that arises because you do not fulfil your obligations.

## 12. Unexpected Delay

12.1 We are not responsible to you or anyone else for any failure in providing the Services caused by an Unexpected Delay. We will tell you if there is a delay that will affect the Services and the cause of the delay, if known. You acknowledge that this Agreement will be varied to include any change to the scope of the Services, the Fees or the timeframes for completion of the Services if any delay requires it.

12.2 If we are required to perform additional services because of an Unexpected Delay, then this Agreement will also be varied to include those additional services and any additional Fees that apply.

12.3 Where possible we will always try to accommodate changes to booking dates for you. However, because changes made at short notice can result in consulting bench time which is impossible to fill, we have the following rescheduling charges.

a. You may reschedule service delivery without charge providing that written notice is received by us at least sixty (60) days prior to commencement of the delivery.

b. Any service rescheduled between sixty (60) and thirty (30) days of commencement will incur a rescheduling charge of 50% of the quoted price.

c. Any service rescheduled within thirty (30) days of commencement will incur a rescheduling charge of 100% of the quoted price.

## 13. Our responsibility to you

13.1. We hereby excludes all warranties, whether statutory or implied, to the fullest extent permitted by law.

13.2 We shall not be liable for the loss or damage of any document or data of the Client and the Client shall ensure that it has adequate back-up copies of all its documents and data provided to us.

13.3 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or for fraudulent misrepresentation or any other liability that cannot by law be excluded or limited.

Subject to clause 13.3 but notwithstanding anything else in this Agreement, our aggregate liability to you in contract, tort (including negligence), misrepresentation or otherwise arising out of or in connection with the Agreement shall:

a. be limited to the aggregate of all sums actually paid to us by you under this Agreement in the preceding 12 months in respect of any one incident or series of incidents arising from a common cause and subject to an overall aggregate of the sums actually paid to us by you under this Agreement; and

b. not extend to any loss of profits, loss of revenue, business, goodwill, contracts, anticipated savings (in all cases whether direct or indirect) or for any special, indirect or consequential loss whatsoever, whether sustained by the Client or any other person, and even if we have been advised of the possibility of such loss.

13.4 We will not be liable for any Loss, or failure to provide the Services, which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete Information.

13.5 The limit of liability set out above applies to all Addressees as a group and it is up to you to agree how the limit is allocated between you. You agree not to dispute the limit if you are unable to agree on how it will be allocated between you.

## 14. Conflict of interest

We have relationships with many clients. This means that after this Agreement starts we may identify circumstances that could cause us to have a conflict of interest. If this happens, we will evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. For example, we may notify you of a relationship that causes us a conflict and ask for your consent to continue to provide you with the Services. However, you acknowledge that we may need to terminate this Agreement if we are unable to resolve or manage a conflict of interest satisfactorily.

## 15. Insurance

We will maintain appropriate insurance in relation to the Services, including professional indemnity insurance in an amount of not less than \$1 million during the term of this Agreement and for a period of three years after it ends. Current limits are set as follows:

a. Professional Indemnity \$1,000,000 any one claim

b. Public & Products Liability \$10,000,000 any one claim

c. Any client requirement for higher insurance limits will incur re-pricing of the service to cover the individual requirement

## 16. Termination

16.1 Either of us may terminate this Agreement:

a. at any time by giving the other 30 days' written notice; or

b. immediately if the other suffers an Insolvency Event, is unable to pay all of its debts as and when they become due and payable, suspends payment of such debts or otherwise ceases to carry on business; or

c. immediately if the other commits any material breach of this Agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be removed.

16.2 We may terminate this Agreement if:

a. you fail to meet your obligations under this Agreement including to pay our Fees within the time specified or to provide us with adequate Information or instructions; or

b. there is a change of circumstances beyond our reasonable control (such as auditor independence or regulatory related developments) that prevents us from providing the Services to you.

16.3 If this Agreement is terminated:

a. you agree to pay us the Fees for any work we have done and any expenses we have incurred up to the date of termination;

b. you agree to pay a termination charge of 50% of the quoted price for any services scheduled for delivery between sixty (60) and thirty (30) days from the date of termination. Or a termination charge of 100% of the quoted price for any services scheduled for delivery within thirty (30) days from the date of termination.

c. except as set out in this Agreement, and only where relevant, each of us will return to the other any documents or property of the other, except that we may retain one copy of all Information to allow us to satisfy our professional obligations and record keeping requirements;

d. the termination does not affect any accrued rights of either of us or any provision of this Agreement that continues to apply.

16.4 The provisions of this Agreement that survive its termination include those relating to clause 6, *Confidentiality*; clause 7, *Personal Information and privacy*; clause 8, *Intellectual Property*; clause 9, *Our Work*; clause 10, *Our Fees*; clause 13, *Our responsibility to you*; clause 15, *Insurance*; subclause 16.3, *Termination*; clause 17, *Dispute resolution*; and clause 18, *Disclosure of Tax Advice*.

## 17. Dispute resolution

17.1 Each of us agrees to use reasonable endeavours to resolve any dispute that arises in connection with this Agreement by mediation before bringing a legal claim or starting legal proceedings against the other.

17.2 Nothing in this clause prevents either of us from seeking any equitable relief in relation to our rights under this Agreement.

## 18. Relationship between the parties

We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. Neither of us will act or represent ourselves, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. This Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.



## 19. Entire agreement

19.1 This Agreement is the entire agreement between us for the Services. It supersedes all prior communications, negotiations, arrangements and agreements, either oral or written between us in relation to its subject matter.

19.2 Any changes to this Agreement must be agreed to in writing by both of us.

## 20. Assignment

Neither of us may transfer, assign or novate this Agreement without the Consent of the other. However, we may assign this Agreement to any entity in Unitive or any successor to our business.

## 21. Electronic communication

Each of us agrees that we may communicate with each other electronically. You acknowledge that electronic transmissions are inherently insecure, can be corrupted or intercepted, may not be delivered and may contain viruses. Neither of us is responsible to the other for any loss suffered in connection with the use of e-mail as a form of communication between us.

## 22. Severability

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be either amended as appropriate to make it enforceable or ignored, but in all other respects this Agreement will have full effect.

## 23. Governing Law

This Agreement is governed by the Laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.

## 24. Your feedback

We value your feedback. We aim to obtain, either formally or informally, a regular assessment of our performance. If you wish to make a complaint, please write to us at [accounts@unitive.com.au](mailto:accounts@unitive.com.au)

## 25. General

25.1 A waiver by one of us of a breach by the other party of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.

25.2 To the extent permitted by Law, we disclaim all warranties, either express or implied, in relation to the Services and the Work other than any written warranty made in the Terms.

25.3 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

## 26. Reading this Agreement

In this Agreement:

- a. headings are for convenience only and do not affect how this Agreement is interpreted;
- b. the singular includes the plural and conversely;
- c. the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority;
- d. a reference to this Agreement or an act or instrument is to this Agreement, or that act or instrument as amended, varied, novated or replaced from time to time;
- e. a reference to dollars or \$ means Australian dollars; If invoicing is in another currency for work performed outside of Australia that work will be a 'GST Free Export' and invoiced in the agreed currency
- f. an Annexure forms part of this Agreement; and
- g. if there is any conflict between these Terms and any other part of this Agreement, the following order of priority will apply:
  - (i) the Letter;
  - (ii) the Annexure; and
  - (iii) the Terms.

## 27. Definitions

In this Agreement the following words have the meanings set out below:

**Addressee** means each person to whom the Letter is addressed and includes, where relevant, any additional parties who may agree to the terms of this Agreement.

**Agreement** means the Letter and the Terms.

**Annexure** means a document which is annexed or attached to the Letter and identified as an annexure or attachment to it.

**Audit** means an audit under the *Corporations Act 2001* (Cth) or an equivalent Law, conducted in accordance with relevant auditing standards.

**Auditor** means an auditor who is appointed to conduct an Audit of you.

**Confidential Information** means and includes:

- a. the terms of this Agreement and the details of the Services;

b. any information or material which is proprietary to a party or acquired by either of us solely as a result of the Services;

c. any Intellectual Property and methodologies and technologies that:

(i) you use in your business, and to which we are exposed in the course of providing the Services; or

(ii) we use to provide the Services;

d. any information designated as confidential by either of us; and

e. any Work we provide to you,

but excludes any information that:

a. is or becomes publicly available, except by a breach of this Agreement;

b. is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;

c. was known to either of us before we received it from the other or is developed by either of us independently;

d. is disclosed with the other's Consent; or

e. is required to be disclosed as contemplated by subclause 6.5.

**Consent** means prior written consent which may be granted at the consenting party's discretion and which may be subject to conditions.

**Consequential Loss** means any loss or damage which is indirect, consequential, special, punitive, exemplary or incidental, including any loss of profit, revenue, anticipated savings or business opportunity, loss or corruption of data or systems, or damage to goodwill however caused or arising as a result of the Services or this Agreement.

**Unitive** means the Unitive Pty Ltd entity or entities entering into the Agreement as identified in the Proposal or Letter. This includes each of the entities under its control and any of their respective predecessors, successors or assignees.

**Fees** means the fees for the Services as stated in, or calculated in accordance with, this Agreement.

**GST** has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information** means any information, documents, materials, facts, instructions or Confidential Information provided to us by you or your Representatives or anyone else at your request.

**Insolvency Event** means and includes:

a. the making of an arrangement, compromise or composition with, or assignment for the benefit or, one or more creditors of a party;

b. the appointment of administrators, liquidators, receivers, a bankruptcy trustee or analogous person to, or over, all or part of a party's business, assets or securities;

c. an application being made, or a resolution being proposed, which seeks to effect such an appointment other than for a solvent reconstruction; and

d. the existence of a legislative presumption of insolvency in relation to a party.

**Intellectual Property** means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how and circuit layouts.

**Law** includes the *Corporations Act 2001* (Cth) and the rules of the United States Securities and Exchange Commission.

**Letter** means the engagement letter between us to which the Terms are attached.

**Licensed Entity** means a Unitive entity that holds a licence or registration.

**Licensed Services** means that part of the Services that are required to be provided by a Licensed Entity.

**Loss** means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgments or orders however caused or arising as a result of the Services or this Agreement.

**Partner** means a partnership or an entity that is a member of Unitive Performance Partner or Partner network. Each of that partnership's or entity's are not controlled entities by Unitive, predecessors, successors, assignees, partners, principals, members, owners, directors, employees and agents.

**Personal Information** has the meaning given to it in the Privacy Act.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Professional Advisers** means your professional advisers who are advising you in relation to the Services but excludes any investor, agent, intermediary, underwriter, syndicate participant, lender or other financial institution or anyone who may provide you with any credit enhancement or credit rating.

**Professional Standards Legislation** means a Law providing for the limitation of occupational liability by reference to schemes that are formulated and published in accordance with that Law and includes the *Professional Standards Act 1994* (NSW) and any similar legislation in each state and territory in Australia.

**Purpose** has the meaning given to it in the Letter or our Work, or where silent on this, the purpose for which we provide our Work to you.

**Report** has the meaning given to it in the Letter or where the Letter does not set out a specific report, means any final form documents, reports or deliverables we provide to you as a result of the Services or this Agreement including those consisting of advice or opinions.

**Representative** means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates and in the case of Deloitte, includes a partner.

**Services** means the services described in the Letter.

**Terms** means these standard terms and conditions.

**Unexpected Delay** means any delay in providing the Services that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

**us** means Unitive, or both you and Unitive, as the context requires.

**we** and **our** means Unitive and, where applicable as the context requires, the partners any of their Representatives.

**Work** means any advice or materials including any reports, documents, advice, opinions, e-mails, notes or other deliverables, whether in draft or final form, in writing or provided orally, that we prepare either alone or in conjunction with you or provide to you as a result of this Agreement and includes any Reports but excludes our Working Papers or any source code.

**Working Papers** means any files or working papers created by us as our record of the Services, in any form.

**you** and **your** means each Addressee, and where applicable as the context requires, each Addressee's Representative.

Have more questions? [Contact Us](#)

IN WITNESS WHEREOF, Unitive and Recipient have executed this Agreement themselves or by their duly authorized representatives as of the later of the dates set forth below.

RECIPIENT

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_