

ACCREDITATION DEED

Read and Agree. Please read through Human Synergistics Accreditation Deed.

DEFINITIONS

ACCREDITED PRACTITIONER – means an entity, which has undertaken and fulfilled the steps involved in the Company's accreditation process, meets the requirements of the conditions attached to that process and can demonstrate basic competence in the use of the Company's products.

ADMINISTRATION PARTNER – means the person who is a party to this Agreement who is engaged in the administration or co-ordination of a project utilising Human Synergistics Circumplex© based tools.

CLIENT – means the end user of the reports generated by the Circumplex Measurement Model.

CLIENT DATA – means the information the Client provides to enable report production, the plotting of the circumplexes, the formulation of graphs and tables.

INDIVIDUAL DATA – means data collected on any individual using the Human Synergistics Methodology.

MATERIALS – means the items supplied by the Company to enable the Client Data to be collected and the format of the circumplex, reports, graphs and tables.

PRODUCT UPDATES – means an education process delivered via an appropriate media to ensure changes to the Materials are understood.

PARTICIPANT – means the subject of the Circumplex measurement model.

RESULTS means the output from the use of the Materials.

OPERATIVE CLAUSE

USE OF MATERIALS

1. The Applicant agrees to use the Materials in the capacity of a "performance coach" only. This position should only be varied from in situations where the Applicant is properly trained and certified in other roles, for example, a psychologist.
2. The Applicant agrees to use the Materials in a professional and dignified manner as frequently as is appropriate to their needs and will observe the Ethical Guidelines.
3. The Applicant agrees to use the Materials for development purposes only and not to use the Materials for recruiting, promoting or terminating employees.
4. The Applicant agrees not to make the Materials available for use or interpretation to any person who has not been accredited or otherwise authorised to use the Materials.
5. The Applicant agrees that the Materials will be used only by the Applicant as part of their consulting activities, that all rights and obligations arising from this Deed cannot be assigned and that the Applicant will not act as a sub-distributor of the Materials.
6. The Applicant agrees that all information provided by participants and the subsequent reports supplied by the Company are confidential and for the exclusive use of the participant only and that all will be stored to maintain the confidentiality.
7. The Applicant agrees to debrief a participant's report face-to-face and further agrees that a participant's report will not be sent to them prior to this debrief session.
8. Where the Materials and the Results can be accessed by secure login to the Company's website the Accredited Practitioner shall use his or her best endeavours to ensure that security protocols are in place so that access to the website is limited to Accredited Practitioners and Administration Partners only.
9. The Company agrees that Individual Data and Results stored electronically and in particular stored locally shall be deleted on the earlier of the conclusion of a project or a period of 8 weeks from collection/receipt.

10. The Company agrees that Individual Data and Results shall not be stored electronically or in hard copy on any HR information systems, personnel files or performance management files.

DUTY OF CARE

11. The Applicant acknowledges a Duty of Care to the participants on programmes, as use of the Materials can precipitate strong reactions, which may be due to pre-existing conditions.
12. The Applicant agrees to establish access to a network of expert professionals to refer participants to who need more intensive assistance.

PROFESSIONAL INDEMNITY

13. The Applicant agrees to indemnify and keep the Company indemnified against any and all claims, liability, loss or damage arising from this Deed or from any negligence, arising from misuse and/or misinterpretation and/or the actions of the Applicant in the use of the Materials and the Results.
14. The Applicant agrees to obtain professional indemnity insurance cover for the services he/she provides at a recommended cover level of AUS \$10 million within Australia (minimum of AUS \$1 million) or NZ \$10 million within NZ (minimum of NZ \$1 million) and to maintain such cover during the currency of this Deed. For internal consultants, their Employer may provide such insurance or alternatively their Employer may enter into the Human Synergistics' Corporate Master Deed.
15. The Applicant shall not represent themselves as an employee or agent of the Company and shall not obligate the Company to any contract or liability without the written consent of a director of the Company or their authorised agent.
- 15A. Clauses 13, 14 and 29a of this Agreement do not apply and have no effect while ever the Accredited Practitioner is an employee of an organisation that is a party to the Company's Accreditation Corporate Deed which is current and binding.

COPYRIGHT

16. The Materials and all rights in them are the exclusive property of the Company. The Applicant agrees that it will not duplicate, photocopy, reproduce, rent, translate, sub-license or do any other thing with the Materials that would be inconsistent with the Company's exclusive ownership of the Materials.
17. The Applicant agrees to co-operate with the Company to safeguard and not to violate the Company's, Human Synergistics International's and Source Publishing's intellectual property and agrees to inform the Company of any infringement by themselves or any third party of those intellectual property rights immediately upon becoming aware.
18. The Applicant agrees that appropriate attribution for ownership of intellectual property rights, will be included on all reports, proposals, training materials and manuscripts and all works relating to or resulting from the use of the diagnostics. The attribution must read substantially like the following notice and appear below any major portions of text and figures, for example, the circumplex: Reprinted with permission from Human Synergistics © 2006 Human Synergistics International | Research & Development by Robert A Cooke, Ph.D & J. Clayton Lafferty, Ph.D
19. The Applicant agrees that no derivatives, modifications, alterations, variations or additions will be made to the Materials without the express prior written permission of the Company. The Applicant further agrees that it will not use any materials that are not provided or authorised by the Company or intermingle the Materials with any unauthorised materials in any presentation or demonstration.
20. The Applicant agrees to use only materials supplied and approved by the Company. All and any materials devised or

- invented by the Applicant, or third parties for use with the materials are to be submitted to the Company for approval.
21. The Company agrees to provide the Applicant with plotted circumplex profile, which only the Applicant is permitted to reproduce. All copyrights must be included in any such reproduction including but not limited to reports, power point presentations etc. The Applicant is not permitted to modify, adjust or draw data using the circumplex.
- ACCREDITATION PROCESS**
22. The Applicant has been provided with and acknowledges receiving a schedule of fees relating to the accreditation process specifying an amount and a time for payment. The Applicant agrees to pay those fees to the Company as and when they fall due. In the event that the Applicant is not in attaining accreditation as an Accredited Practitioner, which is determined at the absolute discretion of the Company, then any accreditation fees paid or due at that time are not refundable to the Applicant.
23. The Applicant agrees to complete the accreditation process within 6 months of attending the accreditation Technical Workshop.
24. The Company agrees to make all reasonable endeavours to train the Applicant in the use of the Materials and to inform the Applicant of changes, updates or developments in respect of the Materials. The Applicant acknowledges that changes, updates or developments to the Materials may take place without prior notice.
25. The Company agrees to supply such materials, instructor notes, computer processing capability, video, audiotapes etc, at prevailing prices, as may be required in order that the Applicant may be able to use the aforesaid Materials. The Applicant may have to sign an additional license agreement for the use of computer software.
26. The Company agrees to make available the Materials as covered by the accreditation program attended by the Applicant at prices outlined in the price list available from the Company as amended from time to time. The Applicant recognises that the Materials have been developed by professionals, using reasonable and prudent research methods and that the Materials contain diagnostics, which, if properly used, are reasonably expected to help individuals grow and businesses succeed.
27. The Applicant agrees to submit to the Company's normal quality control procedures (clauses 23, 30 & 32) and to attend Re-training when there is a substantial change to the materials.
- MAINTAINING ACCREDITATION STATUS**
28. The Applicant understands that their accreditation status will be valid for and automatically renewed every 12 months if all the obligations under this Deed have been met.
29. The Applicant agrees that in order to maintain professional accreditation status, they will meet the following requirements:
- a. The Applicant has a current policy of Professional Indemnity Insurance referred to in clause 12.
- b. The Applicant will use the products for which they have been accredited throughout the term of this Deed, as a minimum: the use of 1 Circumplex based product per 12 month period.
- c. The Applicant has participated in Product Updates requested by the Company. The Company agrees to provide the Applicant with reasonable notice of such events.
30. The Company has provided the Applicant with a copy of the Ethical Guidelines and the Applicant agrees to be bound by them.
- NON-USE**
31. If a period of 12 months elapses without the Applicant using the Materials, the Applicant shall either:
- a. submit themselves for Re-training (a Refresher session);
- b. show evidence of attendance at a minimum of 3 Human Synergistics Professional Development events;
- c. submit a reference from 2 clients or another Accredited Practitioner relating to the Applicant's coaching competence; or
- d. relinquish their Accredited Practitioner status. The Applicant will have a period of 2 years from the last use of the Materials to meet the criteria referred to above.
32. If a period of 3 to 8 years elapses without the Applicant using the Materials, the Applicant must undertake a Refresher session or can choose to complete the accreditation process again. After a period of 8 years from last use of the Materials the Applicant will have no choice but to complete the Accreditation process again.
- TERMINATION**
33. Any Applicant, who does not, after suitable training, meet the Company's quality requirements (clauses 26-30) Ethical Guidelines and terms of this Deed, shall in the Company's discretion cease to be certified as an Accredited Practitioner. The Company may terminate this Deed if the Applicant fails to meet the Company's quality standards or if they are in breach of any term of this Deed.
34. This Deed is intended to safeguard the Company, the Client and the Applicant, and shall continue in effect until terminated by either party giving the other thirty (30) days notice in writing of its intention to terminate. The Company reserves the right to terminate this Deed before or during the accreditation process if the Applicant fails to meet any of their obligations in completing this process.
35. On termination of the agreement the Applicant agrees not to hold him or herself out as an Accredited Practitioner nor hold themselves out as being affiliated with the company.
36. The parties agree that the following provisions of this Deed survive termination, clauses 3, 4, 6, 13, 16, 17, 19, 22 & 36.
37. The terms of this Deed will be reviewed annually and, subject to any alterations that may be agreed between the parties and further subject to the Applicant having fulfilled his/her re-accreditation obligations, this deed will continue in effect until terminated in accordance with clauses 35 & 36 above.
- ACCESS**
38. The Applicant agrees to provide de identified diagnostic inventory data to the Company to maintain its research database. The Company acknowledges that client confidentiality owed by the Applicant to the Applicant's clients will be protected.
39. The Applicant shall at the Company's request provide it with documents and authorises the Company to make all reasonable enquiries of all relevant third parties, to enable the Company to determine whether the Applicant is complying with its obligations under this Deed
40. General
- 40.1 Entire agreement
- (a) This Agreement and the documents referred to in it supersedes all previous agreements and embodies the entire agreement between the parties in relation to their subject matter. Accordingly, any thing (such as correspondence, negotiations or representations before this Agreement is signed or an arrangement or understanding) not reflected in this Agreement (or a document referred to in it) does not bind the parties and may not be relied on by them.
- 40.2 Variation and waiver
- (a) Unless this Agreement expressly states otherwise, this Agreement may only be amended in writing signed by all the parties.
- (b) A provision of this Agreement may only be waived in writing signed by the person who has the benefit of the provision and who is therefore to be bound by the waiver.
- (c) A waiver by one party under any clause of this Agreement does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.
- (d) A party does not waive its right under this Agreement because it grants an extension or forbearance to the other party.
- 40.3 Governing law and jurisdiction
- (a) This Agreement and the transactions contemplated by this Agreement are governed by the law enforced by New South Wales.
- (b) Each of the parties irrevocably submits to the jurisdiction of the Courts of New South Wales and all Courts called to hear appeals from the Courts of New South Wales in respect of this Agreement or its subject matter.

- 40.4 Mediation
- (a) If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute, the parties to the Agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to litigation.
- (b) The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ACDC.
- (c) The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (d) The terms of the Guidelines are hereby deemed incorporated into this Agreement.
- (e) This clause shall survive termination of this Agreement.
- 40.5 Confidentiality
- The terms of this Agreement are confidential and will not be disclosed to any person for any reason other than to the parties' professional advisers or as required by law.
- 40.6 Counterparts
- This Agreement may be made up of counterparts, each signed by one or more parties. Once signed, each counterpart is deemed to be an original and all such counterparts together constitute one document and the date of this Agreement will be the date on which a counterpart is executed by the last party.
- 40.7 Electronic Transmission
- The exchange of executed counterparts by email or fax will create a binding Agreement.