



TERMS OF ENGAGEMENT

Thank you for engaging Prodonovich Advisory's BD45™ service to provide Business Development Advice.

BD45™ is an advisory service provided by Prodonovich Advisory (ABN 53 995 132 201).
<https://www.prodonovich.com/>

The parties will be entering into discussions about business development (the specified purpose).

Prodonovich Advisory acknowledges that it may be necessary for the Disclosing Party to disclose confidential information for the specified purpose.

The Disclosing Party agrees to disclose information on the terms of this engagement.

TIMING AND FEES

Our fee is \$300 per BD45™ discussion. GST (10%) will be added to this amount for Australian-based organisations.

When you book a BD45™ meeting you will be required to make a payment by credit card.

A tax invoice will be issued.

If you are not satisfied with your BD45™ meeting your fee will be refunded. You must let Sue-Ella Prodonovich know if you are not satisfied within 5 days of the meeting by email to sueella@prodonovich.com . After this period the fee is not refundable.

ACCEPTANCE OF THIS OFFER

If you book a BD45™ meeting then we will assume that you have accepted the terms of this offer.

If you have any queries please do not hesitate to let me know.

Yours sincerely
PRODONOVICH ADVISORY

Sue Ella Prodonovich



BD45™ Terms of Engagement

1. Confidentiality

Both the Disclosing Party and Prodonovich Advisory shall take all reasonable steps to ensure the maintenance of the confidential nature of all information coming to their knowledge in the course of the provision of the BD45™ service.

For the purposes of this undertaking Confidential Information shall include but not be limited to the substance of any reports, tests, recommendation or advice that Prodonovich Advisory shall provide to you in connection with the provision of the services and Prodonovich Advisory copyright material and other intellectual property.

Prodonovich Advisory acknowledges that confidential information constitutes valuable and proprietary information of the Disclosing Party. Nothing in this engagement obliges the Disclosing Party to share any particular information to Prodonovich Advisory.

The above undertakings as to confidentiality shall not apply to information that Prodonovich Advisory can establish is in, or enters, the public domain other than as a consequence of any unauthorised disclosure, act or omission by Prodonovich Advisory, or is required to be disclosed by any court or other authority having legal jurisdiction over such subject matter.

The obligation of confidence shall survive the expiration or termination of this Terms of Engagement.

2. Re-scheduling Sessions, Cancellations, and Refunds

Notices of cancellation must be by email to sueella@prodonovich.com

If you cancel your BD45™ session with notice of 48 hours or more you have the option of either receiving a full refund or re-scheduling your BD45™ session.

If you cancel your BD45 session with notice of less than 48 hours you have the option of re-scheduling your BD45 Session. Refunds will not be available.

From time to time it may be necessary for Sue-Ella Prodonovich to re-schedule your session. If this circumstance arises you can either accept a new appointment or you can receive a refund.

3. Limitation of Liability

In engaging Prodonovich Advisory you acknowledge that the services provided are administrative and undertaken on the basis of the information provided by the Disclosing Party and requires management decision on the part of the Disclosing Party.

Under no circumstances shall Prodonovich Advisory be liable for any indirect, consequential, incidental, special or punitive damages (including damages or loss of business profits, business interruption, loss of business information or other pecuniary loss) arising from any breach or failure by Prodonovich Advisory of its obligations under this Terms of Engagement even if Prodonovich Advisory has been notified of the possibility of such damage arising.



In any event, the liability of Prodonovich Advisory under this Terms of Engagement, whether for negligence, breach of contract, breach of warranty or otherwise shall, in aggregate, not exceed the sum of the amounts paid to Prodonovich Advisory by the Disclosing Party pursuant to this Terms of Engagement.

4. Privacy Policy

Prodonovich Advisory understands the importance of issues relating to privacy and is sensitive to personal information collected about participants in its programs, coaching assignments, or other consulting services.

Prodonovich Advisory, is committed to complying with the National Privacy Principles, which are contained in the Privacy Act 1988 (Cth).

Where it holds information on individuals, it does so in order to provide better or more relevant communication, products, or services for the individual or the organization with which they are associated.

Prodonovich Advisory uses a third party application called Stripe for credit card payments. Prodonovich Advisory does not at any time have access to credit card or financial information of the Disclosing Party.

5. Variation and Survival

These Terms of Engagement may be varied by the subsequent written approval of Prodonovich Advisory and the Disclosing Party. Provisions of these Terms of Engagement that are capable of having effect will survive the conclusion of the engagement and payment of outstanding fees.

6. General Conditions

Prodonovich Advisory reserves the right to refuse to provide the BD45™ to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the BD45™ service, use of the Service, or access to the Service without express written permission from Sue-Ella Prodonovich.

The fee BD45™ is subject to change without notice. We reserve the right at any time to modify or discontinue the Service without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.