
TERMS AND CONDITIONS AGREEMENT

Client: Tech Corp *Holdings Pty Ltd*
Service Provider: *Converge International Pty Ltd*
Effective Date: *1st July 2025*
Contract ID: *C-2025-071-KH*

1. Purpose and Scope

This Terms and Conditions Agreement (“Agreement”) outlines the terms under which Converge International Pty Ltd (“Provider”) shall deliver Employee Assistance Program (EAP) and related wellness support services to Keystone Holdings Pty Ltd (“Client”).

These terms govern the rights, obligations, payments, service provisions, and termination procedures applicable to both parties.

2. Services Provided

The Provider agrees to deliver the following services during the term of this Agreement:

- Counseling and wellbeing sessions for Client employees.
- Manager consultations, on-site interventions, and critical incident support.
- Legal and financial advisory sessions as part of the EAP framework.
- Quarterly utilization reporting and periodic review meetings.

All services will be rendered by certified professionals in accordance with Provider’s ethical and operational guidelines.

3. Term of Agreement

This Agreement shall commence on **1 July 2025** and remain in effect until **30 June 2026**, unless terminated earlier under the conditions set forth herein.

Renewal of this Agreement may occur automatically unless notice of termination is provided by either party at least thirty (30) days prior to the expiry date.

4. Fees and Payment Terms

- Service fees are based on the selected package tier and usage volume.
- Invoices are issued monthly and are payable within **30 days** from the invoice date.
- Overdue balances beyond thirty (30) days may attract an interest charge of 1.5% per month.

Payments shall be made via electronic transfer to the account details provided on the invoice.

5. Appointment Scheduling and Cancellation Policy

Appointments for individual sessions, consultations, or assessments must be booked in advance.

Cancellation Policy:

- Cancellations or rescheduling requests must be made **at least 24 hours prior** to the scheduled appointment time.
- **Refunds or credits will only be provided if the cancellation is made at least 24 hours before the appointment.**
- Appointments cancelled within 24 hours or missed without notice will be **charged in full** and are **non-refundable**.
- Exceptions to this rule may apply only in verified emergency situations at the discretion of the Provider.

This policy applies to all service appointments, including counseling, training, and on-site engagements.

6. Confidentiality

Both parties agree to maintain the confidentiality of all sensitive information shared under this Agreement.

The Provider adheres to applicable privacy laws and ethical standards in protecting client and employee data.

Confidential information shall not be disclosed to any third party without prior written consent unless required by law.

7. Data Protection and Privacy

The Provider collects and stores minimal necessary data to perform contracted services. All personal and identifiable information is protected using encrypted systems and is accessible only to authorized personnel.

The Provider's privacy policy complies with the Australian Privacy Principles (APPs) and other relevant data protection regulations.

8. Limitation of Liability

The Provider shall not be liable for any indirect, incidental, or consequential damages resulting from the performance or non-performance of services under this Agreement.

Liability, if any, shall be limited to the total fees paid by the Client during the twelve (12) months preceding the claim.

9. Termination

Either party may terminate this Agreement by providing **30 days' written notice**.

In the event of termination:

- The Provider shall complete all in-progress sessions up to the notice period.
- The Client shall pay for all services rendered and approved prior to termination.

Refunds for prepaid sessions will be governed by the cancellation policy in Section 5.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Victoria, Australia**.

Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Victoria.

11. Entire Agreement

This document constitutes the entire understanding between the parties and supersedes any prior proposals, negotiations, or communications regarding the subject matter.

Amendments to this Agreement shall only be valid if made in writing and signed by both parties.

Signatures

For Converge International Pty Ltd For Keystone Holdings Pty Ltd

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____
