

1. DEFINITIONS

In this Agreement:

“**Agreement**” means the agreement between **Biome Integrative Nutrition** and the Client set out in this document and, where a written proposal has been issued to the Client by Biome Integrative Nutrition, includes that document also.

“**Allied Health Practitioner**” means the independent allied health care practitioners engaged by Biome Integrative Nutrition to provide services to the Client from time to time.

“**Candidate**” means a person nominated for assessment by the Client.

“**Client**” means the entity to which the Services are provided under this Agreement.

“**Commencement Date**” means the date on which Services are first provided to the Client under this Agreement.

“**Confidential Information**” means any information relating to a party that is designated as, or would reasonably be considered to be, confidential in nature.

“**Nutritionist/Practitioner**” means the independent Health practitioners engaged by Biome Integrative Nutrition to provide services to the Client from time to time.

“**Force Majeure Event**” means any cause beyond the control of a party including (without limitation) strikes, industrial action, floods, fires, accident, earthquake, riot, explosion, war, hostility, acts of government, military, civil or regulatory authority, change in any law or regulation, disruption or interruption to the supply of communications, internet, power or other utility.

“**Patient Records**” means the records of patients or Candidates who receive medical treatment as part of the Services.

“**Practitioners**” means Doctors and Allied Health Practitioners (as applicable).

“**Practitioner Services**” means those services provided to the Client by Doctors and Allied Health Practitioners and facilitated by Biome Integrative Nutrition under this Agreement.

“**Services**” means the Biome Integrative Nutrition Services and Practitioner Services provided to the Client under this Agreement.

“**Services Fee**” means the services fees charged by Biome Integrative Nutrition for provision of the Services, as reviewed from time-to-time in accordance with clause 4.6.

Biome Integrative Nutrition means Biome Integrative Nutrition and Wellness Centre(88 122 668 963).

“**Biome Integrative Nutrition Services**” means the services provided directly to the Client by **Biome Integrative Nutrition** under this Agreement.

“**Term**” means the period starting on the Commencement Date, and ending on the Termination Date.

“**Termination Date**” means the date on which the Agreement is terminated pursuant its provisions.

2. **TERM**

This Agreement will continue for the Term unless terminated earlier pursuant to its provisions. If Service delivery commences before this Agreement is signed, or continues after the expiry of any agreed fixed term, it will be deemed to be on the terms of this Agreement unless otherwise agreed.

3. **SERVICES**

3.1. **Provision**

Biome Integrative Nutrition will provide the **Biome Integrative Nutrition** Services to the Client, and will facilitate the provision of the Practitioner Services to the Client, for the Term and on the terms of this Agreement.

3.2. **Appointments and bookings**

The Client is responsible for pre-booking appointments with advance cash payment for the appointment on the day.

3.3. **Scope of Services**

The Services set out in this Agreement are all of the Services to be provided by **Biome Integrative Nutrition**. Any further services requested by the Client may be provided on terms (including costs) as may be agreed between the parties.

4. **FEES**

4.1. **Biome Integrative Nutrition Services**

- a. The Client must pay any Services Fees in respect of **Biome Integrative Nutrition** Services to **Biome Integrative Nutrition**. Unless otherwise agreed in writing, **Biome Integrative Nutrition** will charge the Client its standard rates for the provision of each **Biome Integrative Nutrition** Service provided, as may be applicable at that time. Unless otherwise stated, these Services Fees are exclusive of GST.
- b. **Biome Integrative Nutrition** may charge (and the Client must pay) additional Services Fees when additional consumables are used by **Biome Integrative Nutrition**
- c. **Biome Integrative Nutrition** may charge (and the Client must pay) an additional amount equivalent to 15% of the relevant Services Fee for any Services provided on Saturday Sunday or if an appointment falls outside normal business hours.

4.2. Practitioner Services

Biome Integrative Nutrition will charge the Client the standard rates for the provision of each Practitioner Service provided, as may be applicable at that time. Unless otherwise stated, these Services Fees are exclusive of GST.

The parties acknowledge and agree that:

- a. in the event that there is a substantial increase in the wholesale price of a supplement or nutraceutical which would result in the Service Provider incurring a loss from providing that product to the client, the Service Provider may on-charge the client (and the client agrees to pay) for the increased cost of the product; The Service Provider must present provide reasonable evidence to the client to justify its actions under this clause as upon requested.

4.3. Invoicing & GST

Biome Integrative Nutrition will issue the Client with a valid tax invoice for the Services provided (plus applicable GST) during the relevant period. If the Client requires a purchase order or reference number (or similar) in respect of those Services, it must advise **Biome Integrative Nutrition** of that number in advance at the time the Services are booked.

4.4. Payment Terms

The Client must pay **Biome Integrative Nutrition** invoices at least 24hours prior to appointment booking using the payment method advised by **Biome Integrative Nutrition**. If the Client disputes any part of the invoice, it must pay the undisputed part within 30 days of the invoice date, and any disputed parts agreed or determined as due no more than 5 days after settlement of the dispute.

4.5. Set off

Biome Integrative Nutrition may set off any amounts owed to **Biome Integrative Nutrition** by the Client against any amounts payable by the Client to **Biome Integrative Nutrition** under this Agreement, or any other agreement.

4.6. Review of Services Fee

Biome Integrative Nutrition may review the Services Fee:

- 4.6.1. on 1 July each year; and
- 4.6.2. at any time by giving the Client no less than 30 days' notice.

5. CANCELLATIONS & RESCHEDULES

5.1. Cancellation fees

If Services to be provided by **Biome Integrative Nutrition** on a certain date ('**Service Date**') are cancelled by the Client:

5.1.1. in relation to Nutrition Services, less than one business day before the Service Date, **Biome Integrative Nutrition** may charge a fee equal to 50% of the cost of the cancelled Services; or

5.1.2. if the Services cannot be provided on the Service Date because the Candidate does not attend, Pre-payment will be forfeit. With 100% fee equal to the cost of the cancelled Services. No refund will be available for No-Show. Where no-show equates to client non-attendance noted more than 15mins after scheduled booking time. Failure to arrive within 15 Minutes of a scheduled commencement will be noted as a non-attendance.

5.2. Cancellation of bulk bookings

Bulk Bookings are non-refundable but may be transferred to another candidate. If the Client cancels a bulk booking (i.e. 10 session blocks), cancellation must be requested within 5 business days of initial commencement date to receive refund; refund will be 95% of total paid. Cancellations of less than 2 business days before the Initial Service Date, **Biome Integrative Nutrition** may charge a fee equal to 75% of the cost of the cancelled Services. Cancellations after this point are non-refundable however can be transferred to another candidate.

6. CLINICAL MATTERS

6.1. Patient Records

Title to all Patient Records created as part of the Services will vest on creation, and remain with, **Biome Integrative Nutrition**.

6.2. Statement of Sovereignty

The Client acknowledges that each Practitioner may exercise its own professional judgment and discretion at any time, in respect of:

6.2.1. the Practitioner Services provided;

6.2.2. the referral of patients by the Practitioner to specialists or to other medical practitioners; or

7. WORKPLACE HEALTH & SAFETY

If the Services (or any part of them) are performed at the Client's premises, or on sites controlled or managed by the Client, the Client must ensure that all it complies with all applicable Workplace Health and Safety laws and standards necessary to ensure a safe work environment for **Biome Integrative Nutrition** employees, Practitioners and other representatives.

8. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform its obligations under this document as a result of a Force Majeure Event. The party affected by a Force Majeure Event must notify the other party as soon as practicable of any anticipated delay or impact on the delivery of the Services. The

performance of the affected party's obligations under this Agreement will be suspended for the period of the delay, and any deadlines will be extended accordingly.

9. TERMINATION

9.1. Termination by Biome Integrative Nutrition

SHP may either suspend or immediately terminate the Agreement by giving written notice to the Client on the happening of any of the following events:

9.1.1. the Client fails to pay the Service Fees in accordance with this Agreement.

9.1.2. the Client otherwise breaches this Agreement, and fails to remedy that breach within 14 days of receiving written notice from **Biome Integrative Nutrition** to do so; or

9.1.3. the Client is insolvent, or in the reasonable opinion of **Biome Integrative Nutrition**, is otherwise unable to pay its debts as they fall due.

9.2. Termination by the Client

The Client may terminate this Agreement immediately on written notice to **Biome Integrative Nutrition** if **Biome Integrative Nutrition** has breached this Agreement and fails to remedy that breach within 21 days of receiving written notice from the Client to do so.

9.3. Termination without cause

This Agreement may be terminated at any time and without cause by either party giving 30 days' written notice to the other party.

9.4. No compensation

If a party terminates the Agreement in accordance with clause 9.3, neither party will be entitled to any compensation or damages from the other party in relation to that termination.

9.5. Survival of provisions

Termination of this Agreement will not affect those provisions of the Agreement expressed to operate or have effect after that time, and is without prejudice to any rights accrued by either party in respect of any breaches existing before termination.

10. NO POACHING

10.1. Non-poach

The Client must not, without **Biome Integrative Nutrition** prior written consent, which may be refused in its absolute discretion, directly or indirectly solicit, employ or engage:

10.1.1. any **Biome Integrative Nutrition** employee; or

10.1.2. any Practitioner engaged by **Biome Integrative Nutrition** to provide the Services, for a period of 6 months from the date of termination of the Agreement.

10.2. Waiver or breach of non-poach

If:

10.2.1. **Biome Integrative Nutrition** agrees to the Client engaging or employing an **Biome Integrative Nutrition** employee or Practitioner; or

11. GENERAL

11.1. Confidentiality

Each party must:

11.1.1. keep any Confidential Information in respect of the other party secret and confidential, except to the extent that the party is required by law to disclose;

11.1.2. take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information in respect of the other party; and

11.1.3. subject to clause 11.1.1, not disclose Confidential Information in respect of the other party to any third party without first obtaining the written consent of the other party.

11.2. No partnership

Nothing in this Agreement will be interpreted to constitute a relationship between the parties or their representatives as partners, joint operators or as employer/employee.

11.3. Consequential loss

Neither party will be liable to the other for loss of profits or any other indirect or consequential loss arising in connection with this Agreement.

11.4. Governing Law & Jurisdiction

The Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

11.5. Changes to terms and conditions

Biome Integrative Nutrition may amend these terms and conditions by publishing an amended version of them on its website. The Client's continued acceptance of Services will constitute acceptance of such changes.

11.6. Variations

Subject to clause 11.5, this Agreement can only be varied by written agreement between the parties.

11.7. Assignment

The Client may not assign, novate, sub-licence or charge any of its rights or obligations under this Agreement without the prior written consent of **Biome Integrative Nutrition**.

11.8. Costs and Expenses

Each party must pay its own costs and expenses relating to the preparation and execution of this Agreement.