

Injury Prevention Terms and Conditions

1. Services

Bodycare is a provider of Injury Prevention and allied health services, including:

- Manual handling and Training;
- Mental Health Training;
- Ergonomic Assessment and Training;
- Workplace injury management software;
- Dietician consultants;
- Onsite Physiotherapy consultants;
- Onsite Podiatry consultants;
- Massage therapy;
- Workplace safety;
- Pre-employment screening assessments;
- VIP clinical appointments;
- Safety and risk services;
- Health surveillance services;
- Health and wellbeing programs;
- Stretching and work hardening programs;
- Onsite allied health professionals

The specific services (“Services”) to be provided by Bodycare to the Client will be more particularly set out in the Proposal provided to the Client with these Terms (“Proposal”).

2. Definitions

In these Terms unless the context requires otherwise:

“Confidential Information” means all technical, commercial, financial or other information (whether oral, written, electronic or in any other form) disclosed by a party but excluding any information which is at the time of disclosure generally and publicly available or becomes lawfully in a party’s possession wholly independently of the other part.

“Intellectual Property” means all property, rights and title existing throughout the world at any time whether conferred under statute, common law and equity, including but

not limited to trade marks (registered or unregistered); trade business or company names; logos and get up; designs; copyright; trade secrets; confidential information; know-how whether existing in Australia or otherwise.

“Personnel” means the persons (whether employees, agents or contractors of Bodycare) provided by Bodycare to provide or to assist in providing the Services.

3. Delivery of Services

3.1. The Client’s acceptance of Services from Bodycare means that the Client accepts these Terms.

3.2. The Client will:

- (a) appoint a representative who has appropriate authority to manage, facilitate and be the contact person for the delivery of the Services;
- (b) provide and use reasonable endeavours to ensure their staff provide a high level of co-operation with Bodycare including encouraging their staff to take advantage of the Services offered;
- (c) grant Bodycare and all Personnel access to its premises, equipment and resources including the provision of a designated on site room where necessary to provide a Services;
- (d) provide facilities and resources as required by Bodycare;
- (e) provide access and contact details for the Client’s staff who will receive the Services to sign consents and waiver forms as determined necessary by Bodycare; and
- (f) provide onsite car parking facilities for the Personnel free of charge.

3.3. The Client acknowledges and agrees that they may be required to book some Services for a minimum term. Bodycare shall have the right to determine which Services must be booked for a minimum term and what the relevant minimum term shall be. If a minimum term applies and the Client does not require the Service for the minimum term, the

Client will still be required to pay for the minimum term.

3.4. Bodycare requires a minimum of 30 days’ notice from receiving confirmation from a Client to deliver the Services. However, if the Client requires Services to be provided earlier or urgently, Bodycare will endeavour to fulfill this requirement.

3.5. Bodycare Personnel will normally be available to provide the Services during the hours of 8.00am and 7.00pm Monday – Friday (except public holidays).

3.6. In the event that the Client requires Services to be provided outside of those hours, additional fees, charges and higher hourly rates may apply to be determined by Bodycare at its discretion.

4. Invoicing and Fee

4.1. Bodycare may charge the Client disbursements such as courier fees, printing costs, travel, accommodation, parking costs (if no free onsite parking is provided by the Client) and other associated costs to deliver the appropriate service which is outlined in the proposal. Bodycare also has the right to recover unexpected costs which it may incur in delivering the Services.

4.2. In the event that the Client seeks to vary the Services prior to delivery, Bodycare will endeavour to accommodate and if required will inform the client of any pricing variations.

4.3. The Client agrees to pay Bodycare:

- (a) the fee or fees as set out in the Proposal (“Fees”);
- (b) any disbursements incurred by Bodycare in delivering the Services;
- (c) any costs incurred by Bodycare in sourcing products from third party suppliers;
- (d) any additional charges (referred to in these Terms or in the Proposal)

Injury Prevention Terms and Conditions

4.4. The Client must pay an invoice issued by Bodycare in full within 14 days of the invoice date according to the terms of the invoice.

4.5. The Client must make all payments under these Terms without set off, counter claim or other deduction.

4.6. In the event that the Client fails to pay any amount due by the due date for payment, the Client agrees to pay Bodycare interest on the amount outstanding from the due date for payment until full payment is made. Interest shall be payable at the interest rate which is equal to the rate fixed by Section 2 of the Penalty Interest rates Act 1983 (Vic).

4.7. Fees increase by 50% for services delivered 7 pm – 7 am on weekdays and on all weekends.

4.8. Hourly rate does not include the purchase of a treatment table (\$595 for a fold-up table and \$3,295 for an electric table).

4.9. Consumables to conduct the service (tape, massage cream, face sheets, etc) are restocked and charged as disbursements.

4.10. The fee schedule is based upon the location of where the service is to be delivered.

4.11. Travel time is charged at the hourly rate if a roundtrip exceeds 20 km.

4.12. Rates are subject to an annual increase on 1 January.

5. Legal Relationship / Liability and Indemnity / Insurance

5.1. The legal relationship between the Client and Bodycare is that of principal and independent contractor. Neither Bodycare nor any of the Personnel is to be deemed to be an employee, agent or partner of the Client.

5.2. Always subject to Clause 5.4, neither party will be liable to each other for any and all liability, loss, harm, damage, cost or expense (include legal fees) that may be incurred or sustained, save that each party (an indemnitor) indemnifies the other

Party (indemnitee) for liabilities, losses, damages, costs and expenses (including legal fees) to the extent that they were directly caused by an unlawful or negligent act or omission by the indemnitor.

5.3. The indemnity given by the indemnitor will be reduced proportionately to the extent that a breach of this Agreement or any unlawful or negligent act or omission by the indemnitee may have contributed to any such liability, loss, harm, damage, cost or expense.

5.4. Nothing in this clause 5 will render a party liable for any loss of profits, special, indirect or consequential loss or damages (including economic loss and exemplary damages).

5.5. To the extent permissible by law, Bodycare's liability for direct damages or losses or for failure to comply with a consumer guarantee (other than title, quiet possession or undisclosed securities) is limited to the resupply of the Services or the refund for such Services provided or the payment of the cost of having the Services supplied again.

6. GST

6.1. In this clause the expressions "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

6.2. Unless otherwise expressly stated, all amounts payable or consideration provided under this Agreement are exclusive of GST.

6.3. If GST is imposed on any supply made under this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply subject to the recipient first receiving a valid tax invoice. The additional amount is payable at the same time as payment is required for the taxable supply under this

Agreement.

6.4. If a party is required under this Agreement to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount payable by the first party will be the sum of:

i. the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense ("net amount"); and

ii. if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply, such that after the other party meets the GST liability, it retains the net amount.

7. Insurance

7.1. Bodycare will take out and keep current public liability insurance to a maximum amount of \$20,000,000 and professional indemnity insurance to a maximum of \$10,000,000 as well as any other insurance required by law to undertake the Services and will produce a certificate of currency to the Client on request.

7.2. Bodycare shall provide the Client with current Certificates of Insurance in relation to Public Liability, and any other insurance documentation the Client may require from time to time.

8. Termination

8.1. Should either party be in breach of its obligations under these Terms, the agreement to provide the Services may be terminated by the non-defaulting party by giving the defaulting party 14 days notice in writing of the breach and stating that if the breach is not remedied, the agreement may be terminated without further notice.

Upon the expiry of the notice period, if the breach has not been remedied, the agreement shall, at the election of the non-defaulting party within a further 7 days, be terminated by written notice.

8.2. If the Client terminates this Agreement under clause 8.1, the

Injury Prevention Terms and Conditions

Client must pay for the Services provided to the date of termination. In the event that the Client terminates this Agreement Bodycare shall not be required to continue providing the Services to the Client after the date of termination. If the Client terminates this Agreement other than in accordance with clause 8.1 (for a breach by Bodycare) or this Agreement is terminated by Bodycare in accordance with clause 8.1 (for a breach by the Client) then the Client agrees that it shall pay the Fee to Bodycare for a period of 60 days upon receipt of formal notification. The Client agrees that such amount is reasonable compensation for Bodycare's reasonable and foreseeable loss arising from the requirement for Bodycare to redeploy its resources.

9. Confidentiality and Privacy

9.1. All Confidential Information obtained by one party from the other party will be treated as confidential and will not be disclosed to any third party except as required by law, court order or relevant stock exchange.

9.2. The obligations imposed by this clause survive termination of the agreement between the parties, to the fullest extent permitted by law.

9.3. Bodycare will make reasonable endeavours to comply with all relevant provisions of the Privacy Act 1988 (Cth) and the Australian state and national privacy principles in connection with providing the Services. Bodycare will manage all personal information of the Client and the Client's staff in accordance with Bodycare's Privacy Policy.

10. Intellectual Property

All Intellectual Property owned or developed by Bodycare, vests absolutely in Bodycare. All Intellectual Property created or licensed by Bodycare in relation to the Services, remains the property of Bodycare or the property of the entity from which it has been licensed. Nothing in this Agreement gives the Client any right of use or

licence of the Intellectual Property owned or licensed by Bodycare.

11. The Term and Further Term/s

This Agreement shall continue for the minimum period as set out in the Term. Unless either party provides written notice to the other at least 30 days prior to the expiry of the then current Term, this Agreement shall be deemed to have automatically been renewed for a Further Term of 12 months at the expiry of the then current Term.

12. General

12.1. These Terms and the Proposal contain the entire agreement between the parties and supersedes all prior communications, representations, warranties and undertakings between the parties concerning the subject matter of the Terms.

12.2. These Terms may be varied by Bodycare at any time to protect Bodycare's legitimate interests, and apply from the time that the varied Terms are published on Bodycare's website: <https://www.bodycare.com.au/injury-prevention-terms-conditions/> You will be notified should there be a material change to these Terms.

12.3. These Terms are governed by and construed in accordance with the laws Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

12.4. These Terms are personal to the Client and the Client must not assign or transfer any of its rights or sub contract any of its obligations under them.

12.5. Any notice or other communication under these Terms must be given in writing and shall be delivered by personal delivery, by pre paid post or by facsimile, addressed to the party to whom such notice or communication is directed at such party's place of business or facsimile contact details as notified by that party.

12.6. Any provision of these Terms that is prohibited, void, voidable or

unenforceable in any jurisdiction for any reason does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. Any provision that is prohibited is only ineffective to the extent of that prohibition.

12.7. By signing this agreement/proposal, you give The Occ Health Group and their associated entities (theochealthgroup.com) express permission to receive marketing emails or messages. To stop receiving marketing emails or messages from us, please email us at marketing@bodycare.com.au.

12.8. This permission includes, but is not limited to, the use of the Materials on the Company's website, social media platforms, presentations, case studies, print collateral, and other promotional materials.

12.9. The Occ Health Group maintains a marketing database, now or in the future, for the exchange of communications, marketing emails, or messages generally regarding your account(s) with The Occ Health Group. We will NEVER send you emails requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from The Occ Health Group, do not respond to the email and notify The Occ Health Group immediately by emailing us at itsecurity@bodycare.com.au.

12.10. You consent to The Occ Health Group using your company name, logo, and marks to identify you as a client on our website and other marketing materials. Please email us at marketing@bodycare.com.au to be excluded from this option.