

## **Terms of Business**

### 1. RSM Contractors

RTO Solutions with Misha (RSM) will provide contractors as required by the client to provide services in accordance with these Terms of Business and the verbal job specifications given by the Client. Each Contractor is qualified to provide required personnel services.

### 2. Contractors Fees

The Contractor fee will be negotiated prior to commencement of each individual engagement or specified project. Fees may be based upon an agreed hourly rate for each hour engaged on the project or may be based upon the entire project, as set out within the agreed Project Agreement.

### 3. Hours of Work

The contractor will work such hours as required either by the client or to complete the project.

### 4. Payment of Contractor Fees

The client to pay the Contractor Fee based upon the agreed fee schedule.

Invoices are produced weekly basis on either:

The actual hours worked by the contractor as evidenced by an authorised timesheet. Failure to sign the timesheet does not alter the Client's liability to pay for the hours worked; or at the completion of the agreed project; or at such intervals as are otherwise agreed to.

Invoices are strictly payable within 5 (five) days of the invoice date.

The client is liable to pay the agreed recoverable expenses (such as travel or accommodation), which will be shown separately on the invoice and billed to client by RSM at cost.

### 5. Confidential Information

The responsibility of the protection of the client's confidential information and intellectual property lies solely with the client. RSM is not liable for any claim arising from the client's Confidential Information or Intellectual Property.

6. License of the work and Confidentiality

Client can NOT pass or use any document prepared by RSM as a part of the project, for any other RTO other than mentioned in the agreement.

Any information or disclosures provided to RSM in relation to services provided is to be kept on a confidential basis. Similarly, any Intellectual Property belonging to either Parties must be kept confidential and not disclosed to any 3rd parties for any reason whatsoever unless required by law. This is a mutual responsibility of both the Client and the Consultant and is required project and after application submission to ASQA. The Confidential Information includes, but is not limited to, the documentation provided under this agreement by RSM in the form of forms and templates or other documents as required to be used for the purpose of Compliance as per the requirements of the Standards.

7. Liability

RSM makes every effort to maintain a high standard of contractors for our clients. The client indemnifies RSM against any loss, damage or expenses suffered by the Client arising from the referral and/ or any acts or omissions of any specialist or contractor in performance.

RSM do not guarantee the approvals of any application, however we put in our best efforts for the successful outcome.

8. AAT hearings

RSM Contractors or staff do not appear on behalf of client as expert witnesses at Administration Appeals Tribunal hearings or other judicial branches.

9. Acceptance of Terms of Business

The direct or indirect hire of RSM contractor shall be deemed an acceptance of an agreement to RSM' Terms of Business.

No variation can be made to these terms without the written consent of a Director of RSM.