

# STANDARD TERMS OF ENGAGEMENT

These terms of engagement (**Terms**) apply in respect of the engagement (**Engagement**) by you (**Client**) of Edara Systems (**Consultant**) to provide the agreed upon services as outlined in the **Proposal**, except to the extent that we otherwise agree with you in writing.

## 1 SCOPE OF WORK

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The services provided by the Consultant will be in accordance with the attached proposal document, which includes the detailed scope of work and outlines the products and services agreed upon.

## 2 DURATION OF SERVICES

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The duration and timeline for the services provided will be as mentioned in the attached proposal document, which outlines the duration of services, milestones, and phases.

## 3 FEES & PAYMENTS

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Fees and compensation for the services will be as per the fixed fee structure detailed in the proposal. An upfront payment is required before the commencement of any work.

## 4 MONEY BACK GUARANTEE (TERMS & CONDITIONS)

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### 4.1 SCOPE OF COVERAGE

- (a) This guarantee specifically covers ISO certification services delivered by the Consultant.
- (b) Only clients using the Consultant for their ISO certification journey are qualified for this assurance.

### 4.2 INITIAL AUDIT FAILURE

- (a) Should the Client fail the initial ISO certification audit administered by the certifying authority, they may be eligible for our Money-Back Guarantee.
- (b) To qualify for the Money-Back Guarantee, it is imperative that the Client has meticulously and without deviation adhered to every piece of advice and recommendation provided by the Consultant. Failure to comply strictly with the Consultant's guidelines will result in immediate disqualification from the Money-Back Guarantee.
- (c) The Money-Back Guarantee is solely valid when the audit failure arises from ISO standards, which the Client and Consultant have collaboratively and explicitly settled upon.

- (d) A documented and authenticated report from the certifying authority is essential to substantiate the audit's unsuccessful outcome.

#### **4.3 REIMBURSEMENT & CONTINUOUS SUPPORT**

- (a) Upon confirming the initial audit failure and your adherence to these terms, the Consultant commits to refunding the ISO certification service charges.
- (b) To ensure your successful ISO certification, the Consultant will continue aiding you at no further charges.
- (c) This free support is confined to the originally agreed upon service scope.

#### **4.4 OBLIGATIONS OF THE CLIENT**

- (a) Clients wishing to avail the Money-Back Guarantee should uphold their part as detailed by this Engagement.
- (b) It's imperative for clients to provide accurate data necessary for the ISO certification.
- (c) Clients are expected to actively engage in the certification journey, taking Consultant's expert advice into account.
- (d) Clients must address any suggestions or discrepancies pinpointed during the audit without delay.

#### **4.5 EXCEPTIONS**

- (a) The guarantee will not apply where audit failure is caused by circumstances beyond the Consultant's control or those not tied to our services, such as regulatory shifts, unforeseen events, or third-party actions.
- (b) Failures from non-compliance with unagreed-upon ISO standards during our engagement are also exempted.

#### **4.6 CLAIM SUBMISSION**

- (a) Clients must present an official failed audit report from the certifying body to start a claim.
- (b) Written claims must be submitted to the Consultant within 10 days from the audit failure notification.
- (c) The Consultant has the prerogative to assess and authenticate the claim, including internal checks to confirm eligibility.

#### **4.7 RESTRICTION ON LIABILITY**

- (a) The Consultant's only financial obligation under this guarantee is returning the fees for the ISO certification services.

#### **4.8 GUARANTEE ADJUSTMENTS:**

- (a) Consultant retains the authority to modify or conclude the Money-Back Guarantee at its discretion, with or without advanced notice.
- (b) Clients already benefiting from this guarantee will remain under the terms active during their enrolment.

## 4.9 LEGAL FRAMEWORK

- (a) The conditions are directed and interpreted as per the local laws where the Consultant functions.
- (b) Any disputes over the guarantee or its interpretation are under the sole jurisdiction of local courts.
- (c) By opting for the Consultant's ISO certification aid, you confirm your understanding and agreement to the stipulations detailed in Pillar Three: Money-Back Guarantee.

# 5 RESPONSIBILITIES OF BOTH PARTIES

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## 5.1 RESPONSIBILITY OF CONSULTANT

The Consultant commits to executing the services with utmost diligence, efficiency, and expertise, adhering strictly to the guidelines set in these Terms.

The scope of the Services may be modified occasionally, contingent upon a mutual written agreement.

To elucidate further, the Consultant:

- (a) Shall initiate the Services promptly and ensure its swift progression.
- (b) Is bound to exercise the highest standard of care and precision while managing records of the Client or any of the Client's affiliates.
- (c) Pledges to collaborate harmoniously with the Client's administrative staff and other team members.
- (d) Is obligated to adhere to all Health and Safety at Work Acts and any specific health and safety protocols laid down by the Client.
- (e) Shall act in a manner that upholds and never compromises the Client's reputation during any third-party interactions.

## 5.2 RESPONSIBILITIES OF THE CLIENT

The Client plays a pivotal role in the successful execution of the services rendered. To this end, the Client commits to:

- (a) Actively engage in and respond to all phases of the service process, ensuring that milestones are achieved as scheduled.
- (b) Facilitate the Consultant's efforts by providing accurate information promptly when requested.
- (c) Grant unrestricted access to key personnel, essential for the effective completion of the services.
- (d) Collaborate proactively to resolve any potential obstacles and work in tandem with the Consultant towards the project's success.

## 6 CONFIDENTIALITY

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### 6.1 DEFINITION OF CONFIDENTIAL INFORMATION

For the purpose of this clause, "**Confidential Information**" pertains to:

- (a) Information linked to a party's business operations, clientele, or proprietary secrets;
- (b) Information shared by one party to the other under the presumption of confidentiality;
- (c) Information either explicitly marked as confidential or reasonably perceived as such due to its nature.

This encapsulates, but is not limited to, intellectual assets (inclusive of any Pre-existing IP), business contracts, pricing structures, promotional strategies, client directories, prospective clientele, client preferences, supplier directories, digital software, financial records, organisational layouts, staff details, and the terms of this Agreement.

## 7 INTELLECTUAL PROPERTY

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### 7.1 OWNERSHIP OF PRE-EXISTING IP

Both parties recognise and affirm that, irrespective of these terms, all Pre-existing IP remains the exclusive property of its original owner. No party shall utilise the Pre-existing IP of the other without express consent.

The Client endows the Consultant with a royalty-free, non-exclusive license during the Engagement to access and duplicate the Client's Pre-existing IP, solely when required for the Consultant to deliver the Services effectively.

For clarity, "Pre-existing IP" refers to intellectual property that existed before the Engagement's onset, owned by the respective party. This includes any intellectual property furnished or employed by the Consultant in the service execution.

### 7.2 CREATION OF NEW IP

Both parties concur that during the Service delivery, the Consultant might generate a new work product, possibly through refining its Pre-existing IP, for the Client's application. All such work products, and any new intellectual property that isn't directly derived from the Consultant's Pre-existing IP, developed or used by the Consultant during the Engagement, shall be the sole property of the Client from its inception.

In reciprocity, the Client bestows upon the Consultant an enduring, royalty-free, non-exclusive license (with no sublicensing rights) to employ such Work Product exclusively for the Consultant's internal business operations, regardless of the Engagement's status.

## 8 LIABILITY & INDEMNIFICATION

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The Consultant's liability towards the Client, concerning any alleged loss, damage, expense, or liability that arises directly or indirectly from the Consultant's execution of services, regardless of whether the claim is grounded in contract, tort, equity, or any other legal basis, shall not exceed the total fees billed to the Client for the Consultant's services.

## 9 DISPUTE RESOLUTION

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Should any disputes arise regarding this Engagement or any rights or obligations under these Terms, both parties agree to primarily refer such disputes to the Disputes Tribunal for resolution.

## 10 GOVERNING LAW

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This Terms of Engagement, and any disputes arising from or in connection with it, shall be governed by and interpreted in accordance with the laws of the jurisdiction where the services are primarily rendered.

## 11 FORCE MAJEURE

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Neither party shall be deemed in breach of this Agreement if failure or delay in performance is due to circumstances beyond its reasonable control, including but not limited to acts of nature, war, strikes, epidemics, governmental restrictions, or power outages. The affected party shall provide written notice to the other and make good faith efforts to mitigate effects and resume performance. If such delay persists for more than thirty (30) days, either party may terminate the Engagement without liability.