

SCOPE OF SERVICE

E-LEARNING & TRAINING

DEAN HOMICKI PTY LTD

ELEARNING & TRAINING CREATION

V1.0 —SEP 2021

Choosing to engage with DEAN HOMICKI PTY LTD commercially for Elearning and Training Creation Services means that you are retaining DEAN HOMICKI PTY LTD, an independent entity and contractor, for the provision of products and services as further defined herein under this Scope of Service and its Terms & Conditions (the "Scope of Service"), where such service is more specifically described as the design and development and upkeep of one or more learning modules, to be used in training by you as outlined in the 'Scope of Service: Elearning & Training - Terms & Conditions which forms the basis of our commercial arrangement in the absence of any or all other Agreements.

1.0 —SCOPE OF SERVICE: ELEARNING & TRAINING CREATION - TERMS & CONDITIONS

1.1 —DESIGN

1.1.1 DEAN HOMICKI PTY LTD will create training modules based on your supplied content, subject

matter resources and subject matter expert (SME), "The Product".

1.1.2 Depending on the scope of work, as described under this Scope of Service from DEAN HOMICKI PTY LTD, this may include a variety of tasks such as interviewing your SME, performing independent research on the subject and course topic, storyboarding, animation, infographics, filmography, video & audio recording, post-production services, editing, narration, translation, closed captions, transcripts, language conversion, graphic design, workbooks, quizzes, assessments, certificates and course element assembly into a learning management system (LMS).

1.1.3 DEAN HOMICKI PTY LTD's Scope of Service includes the provisions of Project Services, Project Scope and Project Timeline ("Scope of Service") that we commit to provide you.

1.1.4 The content of the training modules (the "Product") will fulfil the training curriculum as outlined and described in the Scope of Service.

1.1.5 The Project Timeline portion of the Scope of Service provides the

timeline for commencing work and achieving documented deliverables.
1.1.6 You'll have opportunities to review our work and provide feedback.

1.1.7 You acknowledge and agree that final payment is not due until the Product is assessed solely by you as satisfactory and thereby a complete fulfilment of the Scope of Service.

1.1.8 You may increase the Scope of Service by asking us to perform additional tasks. We will provide a quotation for any scope increases requested under this Scope of Service based upon DEAN HOMICKI PTY LTD's current Fee for Service and Terms of Service schedules.

1.2 —ERRORS

1.2.1 DEAN HOMICKI PTY LTD can not guarantee that our work will be error-free or without the requirement of maintenance. As such, DEAN HOMICKI PTY LTD will not be liable to you or any third party for lost profits or other consequential or special damages, even if you've advised us of them.

1.2.2 Notwithstanding Clause 1.2.1, DEAN HOMICKI PTY LTD accepts and shall indemnify you and hold you harmless from and against all claims, liabilities, damages and expenses, including reasonable legal fees, arising out of, in whole or in part, any violation or claimed violation of a third party's rights because of your use of our work product as provided under this Scope of Service.

1.3 WARRANTY

1.3.1 DEAN HOMICKI PTY LTD's review process is designed to catch any omissions, errors or issues. Still, DEAN HOMICKI PTY LTD understands that sometimes things are missed and only found by you, your audience, or DEAN HOMICKI PTY LTD after the courses are finalised. As such, for 30 days after your final approval of a course module, we will fix any minor bugs or oversights within the modules.

1.3.2 This warranty does not include bugs or issues beyond our control, such as bugs or limitations with the course authoring tool, web browser, or learning management system (LMS) used to host or view the

course or course module and its elements.

2.0 —MUTUAL COOPERATION

2.1 DEAN HOMICKI PTY LTD agrees to use our best efforts to fulfil and meet your expectation on the deliverables listed in Clause 1 of this Scope of Service.

2.2 You agree to aid DEAN HOMICKI PTY LTD by making available to us any required, essential or pertinent information about your courses, subject matter or SME and their knowledge.

2.3 You agree to provide the necessary resources and personnel where appropriate to assist DEAN HOMICKI PTY LTD and cooperate to expedite the Scope of Service by providing timely and comprehensive review feedback.

3.0 —CHARGES FOR SERVICES PERFORMED

3.1 ADDITIONAL FUNCTIONALITY

3.1.1 Functionality or feature requests above and beyond those listed in the Scope of Service will require an agreed-upon amendment under DEAN HOMICKI PTY LTD;

3.1.2 Projects or work that goes dormant for longer than 45 calendar days because of your inaction to be responsive to review requirements or provide the necessary resources, content or elements, will incur a fee to resume work of \$250.

4.0 —TERMS OF PAYMENT

4.1 BILLING SCHEDULE

4.1.1 DEAN HOMICKI PTY LTD understands how important it is that you promptly pay the invoices we send you. We're also sure you'll want to maintain a positive working relationship and keep the Project moving forward.

4.1.2 Hence, you agree to stick tight to the payment schedule outlined under the current DEAN HOMICKI

PTY LTD's Fee for Service and Terms of Service schedules and these Scope of Service: Elearning & Training Creation.

4.2 COLLECTION COSTS

4.2.1 If DEAN HOMICKI PTY LTD incurs legal fees, costs and disbursements to collect any overdue invoices, in addition to interest on the unpaid balance.

4.2.2 In such circumstances, you agree to reimburse DEAN HOMICKI PTY LTD for these expenses, provided they are reasonable.

4.2.3 DEAN HOMICKI PTY LTD's Fee for Service Schedule V1.0 can be viewed and download online at: <https://www.deanhomicki.design/dean-homicki-pty-ltd-fee-for-service>

5.0 —CANCELLATION OF PROJECT PLANS & SCOPE

5.1 You have the right to modify, reject, cancel or stop any project plans or the Scope of Service, including any such work in process.

5.2 If work is stopped, delayed, put on hold or cancelled by you, you agree to reimburse DEAN HOMICKI PTY LTD for all demonstrated and substantiated time spent on the Project at our standard hourly rate of \$175 per hour (as outlined in the DEAN HOMICKI PTY LTD's Fee for Service and Terms of Service schedules).

5.3 DEAN HOMICKI PTY LTD agrees to use its best efforts to minimise such costs and expenses to you per this Scope of Service.

6.0 —RESPONSIBILITIES

6.1 OUR RESPONSIBILITIES FOR RELEASES

6.1.2 DEAN HOMICKI PTY LTD shall obtain releases, licenses, permits or other authorisation to use testimonials, copyrighted materials, photographs, artwork or any other property or rights belonging to third parties for performing our services for you (If and as applicable to the Scope of Service).

6.2 YOUR RESPONSIBILITIES FOR RELEASES

6.2.1 You guarantee that you either own all elements of text, images, or other artwork you provide or that you have written or can physically substantiate that you have been provided permission to use them.

6.2.2 When your final payment has been made to DEAN HOMICKI PTY LTD, and the monetary sum has been cleared, copyright will be automatically assigned as follows:

6.2.3 You will own The Product, and all ownership rights shall reside with you. We will give you source files and finished files, and you should keep them somewhere safe as we are not required to keep a copy.

6.2.4 You own all elements of text, images and data you provided unless someone else owns them. The Product will become your property.

6.3 CLIENT RESPONSIBILITY FOR ACCURACY

6.3.1 You shall be responsible for the accuracy, completeness, and

propriety of information concerning your products and services, content, resources, and knowledge you furnish to DEAN HOMICKI PTY LTD verbally or in writing in connection with the performance of the Scope of Service.

7.0 —CONFIDENTIALITY

7.1 DEAN HOMICKI PTY LTD acknowledges our responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by us on behalf of you or disclosed by you to us ("Confidential Information") where you shall have the sole discretion to determine what is classified as Confidential Information.

7.2 DEAN HOMICKI PTY LTD further acknowledges that you may seek any remedy available to it, including equitable relief without any requirement for providing any security in gaining the same.

8.0 —TERM & TERMINATION

8.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

8.1.1 This Scope of Service shall become effective as of the invoicing date or by signing any other instrument by way of contract, under the current DEAN HOMICKI PTY LTD's Fee for Service and Terms of Service schedules.

8.1.2 This Scope of Service shall continue until provision of final payment by you for delivery of The Product in satisfaction of the Scope of Service.

8.2 TERMINATION FOR CAUSE

8.2.1 Either party to this Scope of Service may terminate The Product if the other party defaults in the performance of any of its material duties and obligations and the default are not cured within fifteen (15) days of the receipt of notice of said default or if the default is not reasonably curable within the said period unless the defaulting party commences cure within the said period and diligently proceeds to cure the default.

8.2.2 In addition, either party may immediately terminate this Scope of Service by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction if the other party makes an assignment for the benefit of creditors if a trustee or similar agent is appointed concerning any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment according to this Scope of Service and The Product and the cure period, after notice, has expired.

8.3 TRANSFER OF MATERIALS

8.3.1 Upon termination of this Scope of Service, provided that there is no outstanding indebtedness then owing by you to DEAN HOMICKI PTY LTD, DEAN HOMICKI PTY LTD shall transfer, assign and make available to you all property and materials in its possession or control belonging to you.

8.3.2 The parties acknowledge that subsequent to this Scope of Service, the Confidentiality and

Ownership of The Product provisions continue to apply.

9.0 — GENERAL PROVISIONS

9.1 GOVERNING LAW

9.1.1 This Agreement and its Terms & Conditions shall be governed and construed under the laws of the State of Victoria, Australia.

9.2 REPRESENTATIONS & WARRANTIES

9.2.1 The parties each individually represent and warrant that each has full power and authority to enter into this Project with the Terms written in this Scope of Service, and per DEAN HOMICKI PTY LTD's current Terms of Service & Fee for Service, and is capable have the capacity to perform all of their obligations to each other hereunder without violating any third party's legal, equitable rights or statutory rights.

9.3 ENTIRE AGREEMENT

9.3.1 Except as otherwise set forth or referred to in this Scope of Service, the written details in this Scope of Service constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.4 SEVERABILITY

9.4.1 If any provision of this Scope of Service and its Terms & Conditions is held to be illegal, invalid, or unenforceable under any present or future law. In that case, that provision will be fully severable.

9.4.2 In such instance, this Scope of Service and its Terms & Conditions will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Scope of Service.

9.4.3 The remaining provisions of this Scope of Service and its Terms & Conditions will remain in full force and effect.

9.5 — ASSIGNMENT

9.5.1 DEAN HOMICKI PTY LTD acknowledges that we do not have a right of assignment relative to this provision, benefits or obligations enumerated under this Scope of Service and its Terms & Conditions.

10.0 — DEAN HOMICKI PTY LTD's REFERENCED DOCUMENTS

10.1 **Fee for Service Schedule:**
<https://www.deanhomicki.design/dean-homicki-pty-ltd-fee-for-service>

10.2 **Terms of Service Schedule:**
<https://www.deanhomicki.design/dean-homicki-pty-ltd-terms-of-service>

10.3. **Capability Statement:**
<https://www.deanhomicki.design/dean-homicki-pty-ltd-capability-statement>

10.4 **Official Website of Dean Homicki Pty Ltd:**
<https://deanhomicki.design/>

11.0. — DEAN HOMICKI PTY LTD's PAYMENT DETAILS

11.1 For Tax Invoices raised and claims made by DEAN HOMICKI PTY LTD for the work done, to be done or delivered to you, per this Scope of Service, remittance should be made to the following financial account:

11.2 Financial payments are to be remitted to and be in the name of :

Name: **DEAN HOMCKI PTY LTD**
Bank: **Bendigo Bank**
BSB: **633 000**
A/c: **144 094 240**

11.3 Remittance Notification. On remitting funds to DEAN HOMICKI PTY LTD, a remittance advice notice should be sent via email stating the DEAN HOMICKI PTY LTD Tax Invoice number, the sum paid and the date that the payment was remitted.

11.4 Remittance Notification should be emailed to:

hello@deanhomicki.design

12.0 — BUSINESS DETAILS & ADDRESS FOR CORRESPONDENCE:

DEAN HOMICKI PTY LTD
ACN 152 168 655
ABN 53 152 168 655
PO BOX 216 Soldiers Hill
Victoria Australia 3350
Mobile: 0413 516 333
Email: hello@deanhomicki.design

NEXT STEPS

DEAN HOMICKI PTY LTD

is a multi-functional, multi disciplinary design & communication practice. We are specialised in getting your ideas to market, developing your product or service potential through the problems that you solve and the solutions that you provide.

We're here to help you communicate clearly with your market, to develop meaningful relationships and establish your products and services as a brand that is deserving of the markets' attention.

Our CEO Dean Homicki is available to receive your questions via a written message, phone call, email, direct message (social media), face-time, Skype, Zoom, txt, or however you want to communicate. With over 30 years of hands on experience, he's ready to listen, respond and act.

DEAN HOMICKI
hello@deanhomicki.design
0413 516 333

RECEIVE MORE

VIDEO CHANNELS

—DEAN HOMICKI

<https://www.youtube.com/channel/UCh5zx4UDlhtiDrXYQJrJHzQ>

—STÆBL ACADEMY

<https://www.youtube.com/channel/UChE4hy6rqWR4oCUDaR64U8Q>

—VINOWEEKLY

<https://www.youtube.com/channel/UC-gNoatsCcC4Lcxa9QZvSmw>

—THE GARDEN COMMON

<https://vimeo.com/showcase/8244636>

—SKEMAH REALLY USEFUL GARDEN PRODUCTS

<https://vimeo.com/showcase/8793337>

—ABILITYBOX

<https://vimeo.com/showcase/8793348>

SOCIALS

INSTAGRAM

—<https://www.instagram.com/deanhomicki>

LINKEDIN

—<https://au.linkedin.com/in/deanhomicki>

TWITTER

—<https://twitter.com/deanhomicki>