

D2 CONSULTING ENGAGEMENT TERMS – BUSINESS DIAGNOSTIC

1. Nature of the Service

The Business Diagnostic is a fixed-fee diagnostic review service.

The purpose of the service is to:

- Conduct a high-level review of the Client's business information;
- Identify structural, financial, operational or strategic issues where present; and
- Provide a written diagnostic report together with a one-on-one debrief session.

The Business Diagnostic is an assessment service only.

It does not include implementation, restructuring, ongoing advisory, legal advice, taxation advice or accounting services unless separately agreed in writing.

2. Refund Guarantee

If, following completion of the diagnostic review, D2 Consulting determines that no material issues, risks or areas for improvement are identified within the scope of the diagnostic, a full refund of the service fee will be issued and no diagnostic report or debrief session will be provided by D2 Consulting.

The determination of whether issues are identified is made reasonably and in good faith by D2 Consulting.

3. Client Obligations

To enable completion of the diagnostic, the Client must provide all requested documentation and information within 7 days of payment, unless otherwise agreed in writing by D2 Consulting.

Failure to provide required information within this timeframe may:

- Delay completion of the diagnostic; and/or
- Result in an additional administration or reactivation fee: and/or
- Result in the cancellation of the service by D2 Consulting without a refund

The Client warrants that all information provided is true, accurate and complete.

4. Required Information

To complete the Business Diagnostic, the Client must provide:

1. Last 4 BAS statements
2. Last 12 months Profit & Loss
3. Most recent Balance Sheet
4. Balance of the following, 12 months ago and end of last month for:
 - Bank account
 - Trade payables (creditors)
 - Trade receivables (debtors)
 - Sales (total revenue)

D2 Consulting is not responsible for any conclusions or recommendations that are affected by incomplete or inaccurate information.

5. Delays and Additional Fees

If the Client fails to provide the required information within 7 days:

- The project may be paused; and
- A reactivation or delay fee may apply.

Any additional fees will be communicated prior to being incurred.

6. Cancellations

Cancellation by the Client Before Providing Information

The Client may cancel the service at any time prior to submitting the requested documentation.

In such case, a cancellation fee of \$110 (including GST) will apply. The balance of the paid fee will be refunded.

Cancellation by the client After Providing Information

Once the Client has provided the requested documentation and D2 Consulting has commenced review, cancellation is not accepted and no refund will be provided.

Cancellation by D2 Consulting for the Client's failure to provide the Information

Where the client fails to deliver the documents D2 Consulting may cancel the service, after giving its written notice of intention to do so. In this situation D2 Consulting will not be liable to refund the fee.

7. Delivery of the Service

Upon receipt of all required documentation:

1. D2 Consulting will conduct the diagnostic review.
2. The Client will be notified when the diagnostic is complete.
3. The Client must book a debrief session within 7 days of notification.

The debrief session will be conducted via:

- Phone; or
- Zoom (or similar video platform).

The written diagnostic report will be provided via email shortly before the scheduled debrief session.

8. Failure to Book Debrief

If the Client is unable to book a debrief session within 7 days of notification, the Client must contact D2 Consulting to make alternate arrangements.

Failure to respond or engage may result in the report being issued without a live debrief.

9. Further Assistance

Following delivery of the diagnostic report and debrief session, the Client may be offered further consulting or advisory services to address identified issues.

Such services may include, but are not limited to:

- Business restructuring
- Financial repair strategies
- Operational restructuring
- Strategic advisory
- Governance or compliance improvements

Any further engagement will be subject to a separate written agreement and fee proposal. There is no obligation on the Client to proceed with further services.

10. Limitation of Liability

To the maximum extent permitted by law:

- The Business Diagnostic is provided for general business improvement purposes only.
- D2 Consulting is not liable for decisions made by the Client based on the diagnostic.
- Liability is limited to the amount paid for the Business Diagnostic service.

Nothing in this agreement excludes rights under the Australian Consumer Law.

11. Confidentiality

All information provided by the Client will be treated as confidential and handled in accordance with D2 Consulting's Privacy Policy.

12. Acceptance

By proceeding with payment, the Client confirms that they:

- Have read and understood these Terms of Engagement;
- Agree to be bound by them; and
- Authorise D2 Consulting to commence the Business Diagnostic upon receipt of required documentation.