

TERMS AND CONDITIONS for CP79, SS506 Part 1, ConSASS or Risk Management Auditing Scheme

1. SCOPE OF ASSESSMENT

1.1 Learners Hub Pte Ltd ("LH") has accepted an appointment by the Company to carry out an assessment of the Company's Health and Safety management system (the "Assessment") and if the Company's Health and Safety management system complies with specification of CP79, SS506 Part 1, ConSASS Requirements or Risk management system with specification of Code of Practice on Workplace Safety and Health (WSH) Risk Management

1.2 LH will carry out the Assessment by checking that the Company has a Health and Safety management system ("HSMS") in place and by carrying out the appropriate Audits on the scope which is agreed by both parties.

1.3 The Assessment will not extend beyond the Scope of Audit and in particular (without limitation) will not address:

(a) whether the Company is complying with any relevant legal requirements (although the Assessment will include checks and samples to establish confidence that the HSMS functions in this regard);

(b) the criteria by which the Company identifies Health and Safety Hazards and their associated Risks are identified as significant;

or

(c) whether the Company is achieving specific levels of Health and Safety performance of its activities, products and/or services.

LH will not have examined and will not be warranting any matter outside the Scope of Audit (including those set out in this paragraph 1.3) and the Company shall not hold out that the Assessment has covered outside the Scope of Audit.

1.4 The Company acknowledges that it is its own responsibility to define the criteria by which Health and Safety Hazards and their associated Risks are identified as significant to the Company and to develop procedures for doing this.

1.5 LH warrants that the Assessment will be valid at the time it is made.

2 ASSESSMENT

2.1 The work content and timescales for each Assessment quoted to the Company are estimates made based on preliminary discussions between Learners Hub Pte Ltd ("LH") and the Company and information provided by the Company. In the event LH considers it impractical to adhere to the programme as discussed for the Assessment, LH will prepare and submit to the Company a revised proposal for consideration.

2.2 LH will from time to time engage qualified Associate Auditors in addition to its full time staff to undertake assessments on behalf of LH. LH will notify the names of allocated Auditors to the Company, and will assume their acceptance, unless a written objection is received from the Company within 5 days of the notification.

3 FEES

3.1 The fees quoted are computed based on the actual time spent by the LH Assessors on the Assessment at published daily rates. Such fees are based on a working week of five eight hour days, excluding travelling time. No charge will be made for absence due to sickness or public holidays. Unless specified to the contrary, fees quoted do not cover the cost of travelling, accommodation or other out-of-pocket expenses incurred during Assessment work. These items are recharged at cost.

3.2 If LH's Assessors work for more than eight hours on one or more days, LH reserves the right to charge for that additional time on a pro-rata basis.

3.3 LH shall review the fee rates periodically and give the Company one month's notice of any changes in the rates.

3.4 Assessment shall be as agreed between LH and the Company having regard to the nature of the visit and the prior commitments of both parties.

4 PAYMENT

LH shall submit an Invoice on receipt of an 'Acceptance Notification' from the Company. Payment of such monies shall be due and payable in advance of any Assessment. GST is added where applicable. All fees are non-returnable.

5 COMPANY'S OBLIGATIONS

(a) The client organisation shall (i) comply with auditing requirements;

(ii) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of audit and resolution of complaints;

(iii) make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditor).

(iv) documents describing the rights and duties of audited clients, including requirements, when making reference to its auditing in communication of any kind in line with the LH's requirements

(b) LH requires the company to allow SAC assessors to witness Learners Hub's audit of the company.

(c) The client organisation shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for all required audit visits and the resolution of any complaints.

In addition, the client organisation must:

(d) advise LH of any minor or major amendments to the Health and Safety Management System. These amendments shall include changes relating to the legal, commercial, organisational status or ownership/organisation and management.

(e) notify LH of any formal customer complaints relating to the Management System and maintain records of the corrective action taken.

(f) notify LH of any breaches of regulations notified by the relevant Authorities or Approvals Bodies concerning product or service provision.

(g) If the client organisation does not allow SAC to witness the audit, the client may not be provided with a SAC accredited report. SAC will also inform all its accredited auditing organisations of the client. If the client chooses to seek auditing services from another auditing organisation, SAC will inform the new auditing organisation that it wishes to witness the audit.

The client organisation shall:

- (g) not use its audit report in such a manner as to bring LH into disrepute and shall not make any statement regarding its audit report which LH may reasonably consider to be misleading or unauthorised;
- (h) not use its audit report to imply that any product or service is approved by LH
- (i) not use or permit the use of the LH's audit report or testimony or the LH's mark in communication media such as the Internet, brochures or advertising, or other documents
- (j) not make or permit any misleading statement regarding the audit
- (k) not use or permit the use of an audit report or testimony or any part thereof in a misleading manner.

(l) The client shall inform LH without delay, of matters that may affect the capability of the management system to fulfil the requirements of the standard used for certification. These include, for example, changes relating to:

- i. The legal, commercial, organizational status or ownership;
- ii. Organization and management (eg. Key managerial, decision making or technical staff);
- iii. Contact address;
- iv. Scope of operations under the certified management system and process;
- v. Major changes to the management system and processes.

LH shall take action as appropriate.

(m) LH requires that the audited client:

- i. does not use or permit the use of the AO's audit report or testimony or the AO's mark in communication media such as the Internet, brochures or advertising, or other documents;
- ii. does not make or permit any misleading statement regarding the audit;
- iii. does not use or permit the use of an audit report or testimony or any part thereof in a misleading manner.

(n) comply with auditing requirements;

(m) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of audit and resolution of complaints;

(o) make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditor).

6 REPORTS

The Auditor or Local office shall provide the company with an assessment report.

7 CONFIDENTIALITY

When confidential information is made available to other bodies (e.g. approved organisation), LH shall inform the company of this action. However, information about the company from sources other than the company (e.g. Complaint, regulators) shall be treated as confidential, consistent with LH policy.

Either party shall not at any time without the written consent during or after the Engagement divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Company.

This obligation does not apply to any confidential information to the extent: -

- (a) that at the time of disclosure to LH such information is in the public domain
- (b) that such information subsequently comes into the public domain other than by reason of breach of this obligation
- (c) that disclosure is required by law or in the course of any legal proceedings, or
- (d) that prior to such disclosure, such information was lawfully in LH's possession as evidenced by the written records of LH or its representatives. Unless regulated by law, the company shall be notified in advance by LH on any confidential information to be released to a third party.

8 NO INDUCEMENT

Either the Company or LH shall not at any time during or for 1 year after the Engagement, entice or induce or attempt to entice or induce away from the other party, any person who at any time during the continuance of the Engagement is employed by the other party.

9 LIMITATION OF LIABILITY

9.1 LH warrants that it, its employees and sub-contractors will carry out the Assessment with the care and skill which may reasonably be expected of an Assessor experienced in conducting Assessments. All other warranties and conditions, whether express

or implied, are excluded to the fullest permitted by law.

9.2 Paragraph 1 of these Terms and Conditions sets out the Scope of the Assessment, and the Company acknowledges that LH has no liability for any matter outside the Scope of Audit or for any matter which is expressed in these Terms and Conditions to be the responsibility of the Company.

9.4 LH's aggregate liability to the Company shall not exceed the total of all sums paid to LH by the Company under the Agreement.

9.5 LH, its employees and sub-contractors shall in no circumstances be liable to the Company for any loss or profit, contracts, goodwill or anticipated savings, business interruption, loss arising from third party claims or for any special, indirect or consequential loss.

9.6 LH, its employees and sub-contractors will not be liable for claims, losses or expenses resulting from any failure by the Company to fulfil its responsibilities under this Agreement.

10 VARIATION, POSTPONEMENT OR CANCELLATION

Where the Company wishes to postpone or amend agreed Assessment and provides LH with less than five working days written notice of this intention, LH reserves the right to charge a Variation Fee of 50% of the appropriate daily fee rate (or pro rata amount where no day rate has been quoted). If this is not rescheduled within three months cancellation will be deemed to have occurred on notification of the original postponement.

11 FORCE MAJEURE

Failure of either party to perform its obligations under this Engagement shall not subject such party to any liability to the other if such failure is caused or occasioned by an act of God, fire explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labour unrest, interruption due to the delay in transportation, compliance with any order, regulation or request of any government of competent jurisdiction or any officer, department, agency or committee thereof, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party so failing to perform.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with Singapore Law.

13 MISCELLANEOUS

13.1 Failure by LH to insist upon strict compliance with any provision thereof shall not be deemed to be a waiver of such provision or any other provision thereof.

13.2 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

13.3 These Terms and Conditions may not be modified except by an agreement in writing signed by LH and the Company.

13.4 Should the Company be dis-satisfied with the services provided, then a complaint should be made immediately in writing to the audit committee of LH so that suitable action can be taken. Such complaints will not affect any of the other terms and conditions herein.

13.5 LH will give its audited clients due notice of any changes to its requirements for auditing.

13.6 LH will verify that each audited client complies with the requirements.

We,/ I on behalf of the company, _____ agree to the above terms and conditions.

Authorisd Signature & Company Stamp:

LEARNERS HUB

.....
Name

Date