

BECOMING AN OPDI BUSINESS PARTNER

**This agreement is premised on
commitment of the parties to serve
client governance in lifting
organizational performance and serving
people in clients by improving
satisfaction and work life-fulfillment.**

Workable
compromise.
Trust.
Honesty.
Integrity.

Business Partner agreement

OPDI contracted services operational policy agreement for clients, Business Partners, Business Partner employers, and supervisors of Business Partner employers.

Date: October 2022, version 1.

This agreement is premised on commitment of the parties to serve client governance in lifting organizational performance and serving people in clients by improving satisfaction and work life-fulfillment. The agreement rests on workable compromise in all things, and is built on trust, honesty and integrity.

- 1. Timing of agreement:** It is recommended this agreement scanned and initially understood prior to completion of the Business Partner first 3-year business plan. If the decision is to proceed, then the applicant complete the first 3-year business plan, then when requested, confirm acceptance of the agreement.
- 2. Between:** OPD International Limited (OPDI), and other participants namely a person, Certified by OPDI as a Business Partner qualified to implement the organizational technology (OPD-HCD™) derived from the spiritual model of humanity, any employer of the person, and any supervising company overseeing the efforts of the employer.
- 3. Summary:** The Business Partner, employer, and supervising employer are contactors of OPDI authorized to work collectively to serve the client by achieving the agreed results.
 - a. At all times and under all circumstances OPDI retains ownership of the OPDI implementation contract with the client, specified as guiding all staff in the client to adopt and apply the ideas of the organization technology (OPD-HCD™) as derived from the spiritual model of humanity.
 - b. OPDI ownership applies and only applies to the monthly agreed revenue arising from implementation of OPD-HCD™ which is a contract fee payable to OPDI for the implementation.

- c. Should service dispute occur between client, Business partner, employer, or supervisor of employer, OPDI retain the right of final authority to settle the dispute and if deemed necessary reallocate the service contract.
4. **Performance standards:** All those involved are expected to be consistent with this policy agreement and exhibit high professional standards in service to the client. For a business with 30-80 staff, facilitation is 3-4 days set up, then a day a month for 18 months. Set up cost spread over the implementation. Gains arising from implementation projected in the business case and are shown after all predicted costs.
5. **Overview of purpose:** To support clients in achieving performance levels as agreed in the business case while simultaneously improving staff satisfaction and work-life fulfillment.
 - a. For the client:
 - i. To agree with a client the increase in results arising from client people adopting the operational technology of organizations as in OPD-HCD™. This gain specified in the business case and is the fundamental goal for the assigned Business Partner. The gain measured by the client's internal management systems.
 - ii. In conjunction with the performance gain, to improve client people satisfaction and work life improvement is measured by the OPD-HCD™ social audits as appropriate.
 - b. For the Business Partner.
 - i. Fee income as agreed, work satisfaction from guiding people to greater success than they expected.
 - c. For the Business Partner employer:
 - i. Improved profitability from successful Business Partner(s), strengthened word of mouth as a human capital management (HCM) advisory business that delivers strong results.
 - d. For the supervisor of the Business partner employer.
 - i. Improved profitability from successful Business Partner employers, strengthened word of mouth as a human capital management (HCM) advisory business that delivers strong results.

6. Fees management:

- a. All fees are paid by the client into a combined bank clearing account. The bank account set up by OPDI, accessible only by OPDI and managed by OPDI.
- b. Agreed amounts are transferred from the clearing account to the bank accounts of Business Partner (via the employer as appropriate), the supervisor of the employer, and to OPDI.
- c. The base fee established by a ‘good’ daily rate for senior business consulting in the market. This fee goes to the Business Partner. This fee contains an amount agreed for the employer of the Business Partner providing administrative support and supervision.
- d. If there is a supervisor of the employer of the Business partner, they receive a fee agreed between the employer and supervisor for recruiting, coaching and oversight.

7. Non-disclosure of confidential information: For the purposes of this agreement, “Confidential Information” means proprietary and confidential information about the OPDI’s (or it’s suppliers’) business or activities. Such information includes all business, financial, technical, and other information marked or designated by such party as “confidential” or “proprietary.” Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this agreement,

- a. Confidential Information does not include:
 - i. Information that is currently in the public domain or that enters the public domain after the signing of this agreement.
 - ii. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
 - iii. Information known prior to receiving any Confidential Information from the OPDI.
 - iv. Information independently develops without reliance on any Confidential Information from the OPDI.

- b. Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.
- 8. Term:** The term of this Agreement is ongoing from the date of execution by both Parties unless terminated by written advice by either party to the other. Note: All clients are contracted to OPDI through the Business Partners, and OPDI is ultimately responsible for standards of service to clients.
- 9. Title:** All Confidential Information furnished by the OPDI shall remain the sole property of the OPDI.
- 10. Disclaimer:** Nothing contained in this Agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed.
- 11. OPDI warranty of service:** The service is to improve the link between the daily behavior of the staff and the strategy of the business such that results improve and the work satisfaction of people improves. OPDI fulfills its service obligation by overseeing a written specification of the organization focused on its strategy, then guidance of people in the delivery of their role contribution as defined in the written specification.
- 12. Service standards:** The Business Case in support of implementation of OPD-HCD™ is part of the sales agreement with clients, It specifies the payback projected based on figures provided by the client executive. Service standards are financial results in line with the Business Case projections assuming all trading circumstances remain within the bounds applicable when the Business Case was drafted. The second set of service standards are gains in staff satisfaction and work-life fulfillment as agreed and assessed in the OPD-HCD™ cultural audits.
- 13. Ownership of data:** The software is to support the consultant in achievement of the service standard. All inputs and outputs into the software are via the authorized Business Partner, the client does not have access to the service provided by OPDI contracted IT/client services team. All data within the OPD-HCD™ IT system is

owned by OPDI, who will make such data available on request through the authorized Business Partner.

- 14. No license nor liability granted:** Neither Party grants to the other any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this Agreement. The Business Partner is responsible for implementation of the system in the client and this agreement specifically excludes OPDI of liability or adverse circumstance arising within the client from implementation by the Business Partner of services other than unsatisfactory delivery of OPD-HCD™.
- 15. Right to exercise client ownership:** Upon expression of dissatisfaction by the client, OPDI reserves the right to offer the client alternative Authorized Business Partner who will achieve the standards of service required.
- 16. Copies:** Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.
- 17. Client pricing:** Pricing to be agreed between in the business case which will also show results after all projected costs.
- 18. Termination of fees:** Failure to pay the monthly fees or part thereof, will result in the ceasing all service to the client and entering discussion to resolve any issue.
- 19. Injunctive Relief:** The use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause OPDI irreparable damage, and that OPDI shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.
- 20. Failure of OPDI:** Should OPDI fail, then fees due OPDI shall continue to be paid to the clearing account, those fees being subject to negotiation between the appointed liquidator, and the RBP.
- 21. Business failure:** Should a party to this agreement fail, clients to be serviced by OPDI appointed authorized consultant, in discussion with other Business Partners as appropriate.
- 22. Prior Understandings:** This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement

of the terms of such agreement and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties if any with respect to such subject matter which precede or accompany the execution of this Agreement.

- 23. Waiver:** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- 24. Compliance with law:** The Law applying to this Agreement is the Law of New Zealand.
- 25. Final acceptance:**
- a. Accepted electronically.
 - b. Responsibility rest with the Business Partner for all coordination of employer, and supervisor of employer in service of the client.
 - c. The process of becoming OPDI Business Partner depends on them sending an email that reads: *I have read and understand the policy agreement in becoming an OPDI Business Partner and accept and abide by the policy rules of the agreement.* The email must be copied to all those implicated in the employer, and as appropriate, the supervisor of the employer.

To become a business partner email
info@opdcoach.com.