

1. DEFINITIONS

In these Conditions of Engagement ("Conditions"), unless the context requires otherwise:

Completion Date means the date (and time, if applicable) specified in the relevant Proposal as the 'Date Required' by which the Services are to be performed by the Consultant (time being of the essence) or if no date is specified, within a reasonable time having regard to normal commercial practice.

GST means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999. Words defined in that Act have the same meaning in these Conditions.

Price means the amount specified in the relevant Proposal as payable for the Services.

Purchase Order means the relevant Purchase Order to which these Conditions apply.

Related Body Corporate has the meaning given to that term in the Corporations Act 2001 (Cth).

Services means the services (if any) specified in the relevant Proposal or Purchase Order.

Site means the location nominated by the Client as the shipping address for the supply of the Services as specified in the relevant Purchase Order.

2. PURCHASE ORDERS

2.1 A Purchase Order issued by the Client to the Consultant constitutes an offer by the Client to engage the Consultant to supply the Services described in the Purchase Order on the terms set out in these Conditions.

3. SUPPLY SERVICES

3.1 The Consultant will supply to the Client the Services within an agreed timeframe.

3.2 The Consultant must comply with the terms of this Contract.

3.3 Services supplied by the Consultant must:

- (a) comply with the specification or description in the Proposal;
- (b) be performed with due skill, care and attention in a safe and diligent manner;
- (c) be performed by personnel who are qualified, competent and experienced in providing the Services and by the key personnel (if any) specified in the Proposal;
- (d) be performed in a timely manner and in accordance with the program or timetable, if any, specified in the Proposal (time being of the essence);
- (e) be performed in accordance with all applicable laws, codes and standards.

3.4 All documentation (including policies, procedures, plans and reports) supplied by the Consultant in relation to the Services shall be accurate, comprehensive and complete.

4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the Proposal:

- (a) the Price is fixed and not subject to rise and fall for labour or material costs or any other adjustment;
- (b) the Price is inclusive of:
 - (i) all excise, duties or taxes except for GST; and
 - (ii) all amounts payable for the use of intellectual property and moral rights (including licenses).

4.2 Subject to these Conditions, the Client will pay the Price to the Consultant for supply of the Services. Payment will be made by electronic funds transfer.

4.3 If any supply made pursuant to a Purchase Order is a Taxable Supply, the Client will pay to the Consultant the GST in respect of that Taxable Supply.

4.4 The Consultant must submit to the Client a valid tax invoice specifying:

- (a) the relevant Purchase Order number (if any);
- (b) the Services performed as at the date of the invoice;
- (c) the date of performance of the Services;
- (d) where Services are charged on a time basis, the actual hours spent by individual personnel performing the Services; and
- (e) such other particulars as are necessary to enable the Client to obtain input tax credits for the amount of GST payable.

4.5 By submitting an invoice to the Client, the Consultant warrants that:

- (a) the Services have been supplied in accordance with the Contract; and
- (b) the amounts specified in the invoice are accurate and the consultant is entitled to payment of the amount claimed.

4.6 The Client will make payment to the Consultant within 14 days of receipt of the invoice.

4.7 The Client may deduct and set off from any moneys due to the Consultant any sum which is payable by the Consultant to the Client.

5. INSURANCE

Unless otherwise specified in by the Client, the Consultant must hold insurances as required by law, those a prudent consultant of Services would hold, and any other insurance reasonably required by the Client.

6. LIABILITIES

6.1 The Consultant's aggregate liability to the Client in respect of all Claims and losses arising out of this Contract is limited to the amount of 10% of the Consultancy Fee paid in aggregate per year. This clause does not apply to any Liability that:

- (a) arises from personal injury or death caused by the Consultant or its Personnel;
- (b) arises from breach of applicable law;
- (c) arises from any infringement of Intellectual Property Rights of any third party;
- (d) arises from Willful Default or fraud;
- (e) arises from liability which by applicable law the Consultant cannot contract out of; or
- (f) arises from a breach of the Consultant's confidentiality obligations,

Where "Willful Default" means an intentional and conscious or reckless disregard of any provision of this Contract, but does not include any act or omission, error of judgement or mistake in the exercise, in good faith, of any function, authority or discretion.

6.2 To the extent permitted by law, GBC Systems Pty Ltd are not liable for any:

- (a) indirect or consequential loss or damage;
- (b) loss of or damage to business, goodwill, or reputation; loss of revenue or profits; loss of damage to, or unauthorised access to data; or business interruption.

7. INTELLECTUAL PROPERTY

7.1 All pre-existing intellectual property of the Consultant will remain vested in the Consultant.

7.2 All pre-existing intellectual property of the Client will remain vested in the Client.

7.3 All intellectual property and moral rights in material or documentation produced by the Consultant under the Contract shall vest in the Client upon creation.

7.4 The Consultant indemnifies the Client against any claims made by third parties in respect of the use of intellectual property in connection with any Services supplied under the Contract.

8. CONFIDENTIALITY

8.1 Subject to clause 8.2, the Consultant must not, without the Client's approval, disclose Confidential Information to any third party or use or reproduce Confidential Information other than strictly for the performance of the Contract.

8.2 Clause 8.1 shall not apply to the extent the Confidential Information is:

- (a) in the public domain in the form it was disclosed or made available by or on behalf of the Client (otherwise than as a result of breach of the Contract); or
- (b) required to be disclosed by Law (provided the Consultant first advises the Client of the legal requirement for disclosure and allows the Client the opportunity to seek orders preventing disclosure).

8.3 The Consultant must establish and maintain effective security to safeguard the Confidential Information and to keep Confidential Information under its control.

8.4 On termination or completion of the Contract, the Consultant must return Confidential Information to the Client.

8.5 In this clause, "Confidential Information" means all documents (including drafts and notes), reports, data or information of any kind, in any form, whether:

- (a) communicated orally or in writing between the Client and the Consultant in connection with the Contract; or
- (b) created or generated by the Consultant in connection with the Contract and includes (but is not limited to) financial information, trade secrets, business affairs, consultants, operations data, drawings, designs, technical information and any other information relating to the Client's business.

9. REPORTING

9.1 The Consultant must provide as part of the services, at the Client's request:

- (a) progress reports setting out, in such detail as the Client requests, the progress of the Services;
- (b) a detailed program for the projected supply of the Services;
- (c) any information requested for the audit of the Consultant's personnel for compliance with any applicable State or Commonwealth legislation.

10. TERMINATION

10.1 The Client may terminate the Contract immediately by written notice if:

- (a) the Consultant ceases to carry on business;
- (b) there is a change in control (as that term is defined in the Corporations Act 2001 (Cth)) in relation to the Consultant; or
- (c) the Consultant or its representatives engage in conduct that, in the reasonable opinion of the Client, endangers health and safety or business continuity.

10.2 If either party breaches an essential term of the Contract, the other party may give notice requiring the breach to be remedied within 14 days. If the breach is not remedied, the party giving the notice may terminate the Contract.

10.3 The Client may, by notice in writing, terminate the Contract at any time. Upon receipt of a notice of termination under this clause, the Consultant must cease performance of the Contract and take all available steps to minimise loss arising from termination. The Client will pay the Price for work completed up to the date of termination. The Client will not be liable for any other damages or compensation for the termination.

10.4 Termination of the Contract does not affect accrued rights or remedies.

11. DISPUTE RESOLUTION

The parties will negotiate to resolve any disputes. If a dispute cannot be resolved within 14 days of first being notified, either party may commence proceedings to terminate the contract.

12. ETHICAL BUSINESS CONDUCT

12.1 Each party warrants that neither it nor any person acting on its behalf:

- (a) has made or offered; proposes to make or offer; or has caused or proposes to cause any third party to make or offer, with respect to the matters that are the subject of the Purchase Order, any payment, gift, promise or other advantage, whether directly or indirectly, including (without limitation) through affiliates or representatives (including representatives of the intended recipient), to or for the use of any public official, where such payment, gift, promise or advantage would violate:
- (b) the applicable laws of the country in which the activities under the Purchase Order are taking place;
- (c) the laws of the country of incorporation of such party;
- (d) the principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; or
- (e) the laws of any other country.

12.2 Each party warrants that neither it nor any person acting on its behalf:

- (a) has made, or proposes to make, any payment in Australia to, by the order of, or on behalf of a person or entity sanctioned by the Reserve Bank of Australia pursuant to regulation 8(1)(a) of the Banking (Foreign Exchange) Regulations 1959 (Cth); or
- (b) has breached, or proposes to breach, the Charter of the United Nations Act 1945 (Cth) or regulations made under that Act.

12.3 The obligations in this clause 12 are continuing and survive the completion, termination or expiry of this Contract.

13. VARIATIONS

13.1 Client may in writing at any time during the performance of the Services order a variation in the scope of Services, the form and scope of which shall be fully defined and specified in the order or associated documentation incorporated in the order.

13.2 Consultant shall provide a quotation setting out proposals for consequent adjustments and amendments to the contract. Consultant shall furnish its comments and quotation as soon as practicable, including, if practically determinable, the extent to which the target date for achieving completion of the Services would be affected or Consultant's ability to meet its contractual obligations prevented or prejudiced.

13.3 Any adjustments and amendments to the contract as a result of a Variation shall be based on Consultant's quotation pursuant to this clause and shall be agreed in writing prior to performance of the work to affect the Variation.

13.4 Consultant shall not execute a Variation prior to the Parties reaching mutual agreement on the consequences.

14. GENERAL

14.1 Any notice given under the Contract must be given in writing to the address specified in the Purchase Order in the case of the Consultant and to the following address in the case of the Client: 4 Barque Place Kallaroo 6025. (marked to the attention of the Client's procurement contact named in the Purchase Order).

14.2 The Contract constitutes the entire agreement between the Client and the Consultant in relation to its subject.