



INTEGRIS GROUP SERVICES

General Terms and Conditions

Agreement for the provision of Services by Integrus Group Services

1. This Agreement

- a. This document forms the Agreement between Integrus Group Services (IGS) and the Recipient of Services Rendered (the Client) in addition to any purchase order supplied by the Client to IGS;
- b. IGS will not commence works on any Services without a contract, agreement or purchase order number provided by the Client for the works;
- c. The terms and conditions in this agreement supersede any terms and conditions provided on the purchase order, or prior agreements, and is in effect for any invoice provided by Integrus Group Services;
- d. By providing payment to IGS for Services rendered, the Client agrees to the terms and conditions in this agreement;
- e. In the event and to the extent of any inconsistency between these this Agreement for the supply of Services, and those of the Purchase Order provided by the Client, the terms and conditions provided in this Agreement will prevail to the extent of the inconsistency;
- f. This Agreement contains everything the parties have agreed in relation to the Services. No party can rely on an earlier written document, or anything stated or done, by or on behalf of another party before this Agreement commenced;
- g. These terms and conditions are made under the laws of the State of Victoria, Australia.

2. Provision of Services

- a. IGS will undertake the Services in accordance with this agreement using due experience, care, skill and the support of the Client;
- b. All requests for Services by the Client shall have an estimate of total hours by IGS to complete the works to assist the Client in raising a contract, agreement or purchase order for securing payment for Services by the Client to IGS;
- c. When the value of the purchase order is met in full based on the estimate from clause (b) above and the Services are not completed in full, IGS will hold work on the Services until either:
 - i. the purchase order value is revised to include the new estimated hours, or
 - ii. the Client generates a new purchase order for remainder of hours required for the services
- d. The Client and their employees, as well as any agents, contractors or other organisations associated with the Client shall cooperate with IGS; and not interfere with or delay the Services;
- e. If events arising from the Client, their employees and/or any agents, contractors or other organisations associated with the Client interfere or delay the Services, the Client agrees that additional costs resulting from these interference or delay shall be charged back to the Client in line with clause (c).

3. Information and documents

- a. To ensure IGS understands the Client's requirements for the Services, the Client shall:
 - i. confirm the scope of services to be rendered;
 - ii. confirm expected deliverables;
 - iii. confirm any specific requirements;
 - iv. provide data, information and documents on request;
 - v. provide responses to IGS inquiry in a timely manner;
 - vi. not impede on IGS inquiry during the course of providing the Services.
- b. The Client confirms that any data, information and/or documents provided to IGS are complete and accurate. The Client accepts as part of this agreement that IGS does not accept any liability in connection with the data, information or documents provided by the Client to IGS unless the verification of that data, information and/or documents expressly forms part of the scope of works IGS agreed to provide and payable for by the Client.

4. Invoicing and payment

- a. The Client shall pay the fees, applicable tax and other amounts payable under the agreement in accordance with the following:
 - i. IGS shall charge against Client purchase order numbers (if applicable) provided to confirm allocation of funds payable to IGS;
 - ii. IGS shall invoice the Client the fees for Services undertaken, and other amounts due under the agreement for the period covered;
 - iii. within the agreed time for payment set out in the agreement details, as per item iv below, OR a maximum of 14 days after IGS sends an invoice to the Client, the Client shall pay the invoice in full and without withholding any fees in question;
 - iv. some Services such as Rapid Response engagements, or as agreed with the client through proposal acceptance or otherwise, shall require a 50% upfront payment

within 4 business days, with the remaining 50% paid within 14 days of completion of the works, or earlier by agreement.

- v. IGS reserves the right to hold delivery of final deliverables or Services until receipt of payment of the final invoice for the Services.
 - vi. IGS also reserves the right to request upfront payment (deposit) typically of a percentage of total fees, for clients that don't have an existing relationship with IGS. This may also apply depending on the Services type or the engagement basis. The deposit shall be deducted from the Service Fees for that initial invoice period or as agreed with the Client.
- b. If the Client fails to pay any amount due under the agreement by the date due:
 - i. the Client shall pay interest at the rate of 3% per month on all overdue amounts, including unpaid interest, accruing daily until the amount is paid in full;
 - ii. IGS may keep any documents prepared in connection with the Services and reserve the right to stop undertaking the Services; and
 - iii. Intellectual Property rights as per clause 5 are not released until payment for the Services and any additional charges is made in full.
 - c. The Client shall pay any additional fees, costs or expenses incurred by IGS in the case of the Client, their employees, agents, contractors or other organisations associated with the client cause changes to, or part thereof, the scope, timing and/or deliverables required of the Services, or the Services are delayed or suspended;
 - d. IGS shall not be held liable, nor held accountable through any liability clause, withholding clause, set-off clause or the act of holding any fees for our Services if any information the Client (or the Client's employees, agents or contractors) provides to us is not complete and accurate;
 - e. If the invoiced amount is disputed by the Client, the undisputed amount shall be paid and the Client shall notify IGS of the disputed amount immediately; any such dispute shall be resolved in accordance with clause 14;
 - f. Payment in full of an invoice denotes the Services have been supplied in accordance with this Agreement and the required scope of works;
 - g. If the Client ends the agreement prior to the completion of the Services, any Services completed but not invoiced shall be invoiced up to the agreement end date.

5. Intellectual Property Rights

- a. All pre-existing Intellectual Property (IP) used by the parties in connection with the provision of Services remains the property of the relevant party, or its licensors;
- b. The Client irrevocably and unconditionally grants to IGS a perpetual, non-exclusive, royalty-free, worldwide and transferable licence to use the Client's Intellectual Property to perform the Services on behalf of the Client as part of this Agreement;
- c. Any Intellectual Property provided to IGS will only be used to the extent necessary to perform the Services under the Agreement. Any data will be protected as per Clause 10;
- d. IGS owns all Intellectual Property arising from, or in connection with the Services, prior to receipt of payment in full for the Services;
- e. Ownership of Foreground IP derived from the services rendered transfers from IGS to the Client upon receipt of payment in full for the Services;
- f. Ownership of Background IP derived from the services rendered is retained by IGS;
- g. IGS irrevocably and unconditionally grants to the Client a perpetual, non-exclusive, royalty-free, worldwide and transferable licence to use IGS's Background Intellectual Property derived in order to enable or utilise Foreground IP included in the Services rendered, upon receipt of payment in full for the Services.

6. Liability and Liquidated Damages

- a. To the maximum extent permitted by law, any liability IGS have to you the Client is limited to the lesser of AUD 1 million or two times the Client purchase order value for the specific work item in question. This liability is considered in the aggregate. IGS shall not be liable to the Client for any consequential losses. The Client releases IGS from any further liability, and any other works will not be affected by this liability.
- b. To the extent that IGS are not permitted by law to limit IGS's liability per (a), any liability is limited to the re-supply of the Services to the Client.
- c. On the date that is 12 months after the date IGS sends the invoice to the Client for the Services against each purchase order, the Client releases IGS from all liability.
- d. IGS and the Client agree that the Services rendered do not have time pressures associated with them and will not be subject to liquidated damages in any way.

7. Warranties

- a. IGS represents and warrants to the Client that:
 - i. **(Capacity)** it has the right to enter into the Agreement and perform the Services;
 - ii. **(Purpose)** where the Client has expressly made known to IGS any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that purpose;
 - iii. **(Conflict)** it, or its personnel are not engaged in any business activity, nor hold any office that create or appear to create a conflict of interests;

- iv. **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services and to grant to the Client the licences contemplated by this Agreement;
 - v. **(No infringement)** the receipt of the Services and the possession or use of any deliverables by the Client will not infringe the Intellectual Property Rights or other rights of any person or any Laws.
- b. The Client represents and warrants to IGS that:
- i. In addition to clause 6, the Client will only use any deliverable or Intellectual Property IGS prepares for its intended purposes and not hold IGS liable for any misuse or misappropriation.

8. Termination

- a. Subject to clause 8(b), either party may end the agreement at any time by giving the other party at least 30 days' notice in writing. If the agreement is ended, IGS shall provide a final invoice for the Services undertaken to the date the agreement is ended against open Client purchase orders related to those Services ending.
- b. The clauses 5, 6, 7, 9, 10, 15, and clause 1(d) continue to operate after this agreement is ended.

9. Insurance

- a. IGS shall maintain professional indemnity and public liability insurance. IGS shall provide the Client with certificates of currency upon request during our engagement up until the Services are completed.

10. Confidentiality, privacy and data protection

- a. All data, information and documents provided or developed during the rendering of services remain and shall be protected as private and confidential unless the disclosure is authorised or required by law.
- b. IGS acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to activities engaged in by IGS for the purposes of the Agreement, in the same way and to the same extent as the Privacy Obligations would have applied to the Client in respect of that act or practice had it been directly done or engaged in by the Client.

11. Sub-contracting

- a. IGS will not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of the Client

12. Compliance with Law and Policy

- a. IGS shall, in performing its obligations under the Agreement, comply with the Laws relevant to the provision of Services by IGS under the Agreement.
- b. IGS shall comply with the Client's codes of conduct in the case that the Client requires IGS or its personnel to:
 - i. supervise or work with Client Employees;
 - ii. undertake work that is of a similar nature to the work undertaken by Employees at a premises or location generally regarded as a workplace; or
 - iii. use or have access to resources or information that are not normally accessible or available to the public,

13. GST (Australia)

- a. The terms used in this clause have the same meanings given to them in the GST Act in Australian Law.
- b. Unless otherwise expressly stated, all prices or other sums payable or consideration are exclusive of GST.
- c. If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay, to the party making the taxable supply, an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

14. Dispute Resolution

- a. If any dispute arises under, or in connection with, this Agreement (Dispute), either party may at any time give written notice to the other (Dispute Notice) requesting that a meeting take place to seek to resolve the Dispute in good faith (Mediation);
- b. If the parties fail to settle the Dispute at Mediation, the parties may agree to terminate the agreement in line with this agreement;
- c. The parties will continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

15. General

- a. The agreement applies to all Services IGS undertake (including any additional Services and any Services undertaken before the Client purchase order is raised);
- b. If there is any inconsistency between these terms and any other document or agreement between the parties, these terms shall prevail;
- c. The Client authorises IGS to destroy documents IGS prepares or holds in connection with the Services rendered 7 years after the date IGS issues the final invoice for those Services;
- d. If any of these terms would be invalid, unenforceable or void, the relevant term must be read down to the maximum extent possible to prevent that occurring;

- e. This agreement can only be amended in the form of a written document that is signed by both IGS and the Client;
- f. The Client indemnifies IGS against any claim by, or liability to, a third party arising from, in respect of or in connection with the Services, and all expenses incurred defending or settling such claim or liability;
- g. Neither party may transfer the agreement, or any right or obligation under the agreement, without the other party's written consent.
- h. The Client agrees that IGS can publish articles, photographs and other media relating to the Services and the scope of works, while maintaining clause 10, unless the Client advises IGS in writing.

16. Definitions

In this Agreement, unless otherwise explicitly agreed and defined in writing:

Agreement	The agreement between the parties in connection with the Services, including these terms, the agreement details and IGS's proposal if applicable
Background IP	Any intellectual property that does not include data or information directly related to a client and is not confidential in nature
Consequential Loss	Any consequential or indirect loss or damage, loss of profit or anticipated profit, business interruption losses, production losses, loss of revenue or loss of use
Deliverable	Includes outputs of Services delivered by IGS to the Client
Document	Includes a written or electronic document
Fees	The value set out in the agreement details including disbursements, or otherwise agreed in writing between the parties
Foreground IP	Any intellectual property that includes data or information directly related to a client and is confidential in nature
Hourly Rate(s)	Means the relevant hourly rate(s) set out in the agreement details (or otherwise the rate(s) that IGS communicates at the time the Client engages IGS)
Information	Includes documents and information provided before execution of the agreement
Liability	Liability for loss or damage, whether arising under, in connection with or for breach of the agreement, or in connection with the performance or non-performance of the Services and any additional Services, whether such liability arises in contract, in tort (including negligence), under statute or otherwise, and whether arising in connection with one or more events
Project	The project(s) that the Services relate to
Proposal	The document outlining IGS's offered services to the client in the form of a proposal (and if more than one, the final proposal)
Rapid Response	A Service request requiring IGS to commence work within five (5) business days and deliver outcomes within one (1) month, or under compressed timeframes proportionate to the scope of work as agreed with the client.
Scope of Works	The agreed services to be rendered and deliverables to be produced including Requests for Tender/Quote and Expressions of Interest (EOI)
Services	The services set out in the agreement details (or otherwise agreed as the Services to be rendered within the agreed scope of works)
Terms of Reference	See Scope of Works
Third Party	A person(s) or organisation(s) who is not a party to the agreement, but does not include our employees, agents, subcontractors and subconsultants
IGS	Integris Group Services, and or it's personnel
The Client	The person(s) or organisation(s) set out in the agreement details

17. Interpretation

Unless expressed in writing to the contrary, the following applies to this Agreement:

- a. words in the singular include the plural and vice versa;
- b. if a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- c. a reference to:
 - i. a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - ii. a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - iii. a party or parties is a reference to the Client and IGS (as the case requires)