

SUBCONTRACTOR TERMS & CONDITIONS OF ENGAGEMENT

Greencap Pty Ltd (ACN 006 318 010) ("**the Company**") carries on business as a consultancy company in relation to various areas, including work health and safety; hygiene; property and hazardous materials; contaminated land; environment management; risk control; training services and digital solutions.

These Terms apply to services carried out by the Contractor and should be read in conjunction with a request for quotation and purchase order. Unless agreed in writing by the Company, these Terms will apply to the exclusion of any inconsistent terms and conditions which may appear on any order form or other document issued by the Contractor. For the avoidance of doubt, any subsequent terms provided by the Contractor are excluded and any acceptance or counteroffer by the Contractor of these Terms will be deemed to be an acceptance of these Terms. These Terms will apply to any variations to the scope of the Services which may be agreed (written or otherwise) by the Parties or ordered (written or otherwise) by the Company and to any supplementary services which may be agreed (verbally or in writing) by the Parties. The Contractor will be deemed to have accepted these Terms when the Contractor signs the Proposal (where indicated) or when the Contractor commences the Services at the request (written or otherwise) of the Company.

The Company wishes to engage the Contractor, and the Contractor has agreed, to provide the Services to the Company and the Parties have agreed to be bound by these Terms.

1. DEFINITIONS

In these Terms:

"Assessment" means:

- (a) any assessment, reassessment, amended assessment, default assessment, penalty or fine; and
- (b) any demand or other document imposing, asserting or indicating an intention to assert any liability, from a Taxation Authority and/or Government Agency;

"Business Day" is a day on which banks are open for business, but excludes Saturday, Sunday or public holidays;

"Claim" means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, demand, action, proceeding or judgement made against the person, however arising and whether present or future, fixed or unascertained and actual or contingent;

"Commencement Date" means the date when both parties have signed these Terms;

"Company" means Greencap Pty Ltd or the Greencap subsidiary to which the Contractor is providing the Services as set out in the purchase order;

"Company's Representative" means the Company representative or any replacement appointed in writing by the Company. At the Commencement Date, the Company's Representative is the person who has signed these Terms;

"Confidential Information" means all or any information supplied to or received or obtained by the confidant concerning the recipient, including the assets, liabilities and undertakings of the discloser, manuals, trade secrets, accounts, books, ledgers, financial and other records, drawings, know-how, techniques, business and marketing plans, projections and forecasts of financial performance, concepts not reduced to material form and intellectual property of any nature whatsoever, whether oral or written, or in CD Rom, electronic, magnetic, microfiche or any other form or medium and whether or not stored in an electronic database or as a computer record including that:

- (a) information by its nature is confidential;
- (b) which is designated by the disclosing party as confidential; or
- (c) that the recipient knows or ought to know is confidential; but excludes information that:
- (d) is in the public domain prior to its disclosure to the confidant or which, after such disclosure, enters the public domain through no act or omission of the confidant, except as a result of a breach of these Terms; or
- (e) was made available to the confidant on a non-confidential basis by a source other than the discloser, but only if the source was not in breach of any obligation of confidentiality owed to the discloser.

"Contractor" means the party named and who signs these Terms;

"Contractor's Representative" means the Contractor's representative or any replacement appointed in writing by the Contractor. At the Commencement Date, the Contractor's Representative is the person who has signed these Terms;

"End Date" means the date by which the Services must be completed as specified in the Purchase Order (if any);

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"Force Majeure Event" includes earthquake, flood, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order or any government or other authority, strikes, lockouts, labour difficulties, rationing or unavailability of essential equipment, labour or supplies and disruption or unavailability of utilities and services which are beyond a party's control;

"Government Agency" means a government or a governmental, semi-governmental or judicial entity or similar authority, and includes a self-regulatory organisation established under statute or a stock exchange; **"Greencap"** means Greencap Pty Ltd (ACN 006 318 010);

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended, superseded or replaced from time to time;

"Insolvency Event" means any of the following:

- (a) the threatened or actual appointment of a voluntary administrator, liquidator, provisional liquidator, receiver, receiver and manager, controller, trustee in bankruptcy, administrator or other person of similar office, including any application to a court for such an appointment;
- (b) entry into or proposing an arrangement or compromise for the benefit of creditors;
- (c) the levy or enforcement of a writ of execution, order or judgment;
- (d) becoming unable to pay debts as and when they fall due for payment;
- (e) the taking of possession or control of any asset by a person under an encumbrance; or
- (f) failing to satisfy or to apply to have set aside a statutory demand, a bankruptcy notice or other similar form of statutory notice within the time specified in the demand or notice;

"Intellectual Property" means all intellectual property rights including, without limitation:

- (a) patents, copyright, registered designs, rights in circuit layouts, trademarks, inventions, secret processes, discoveries and improvement and modifications of any kind;
- (b) the right to have Confidential Information kept confidential; and
- (c) any application or right to apply for registration of any of the rights defined in this clause;

"Law" includes all legislation, statutes, enactments, regulations, standards, by-laws, treaties, ordinances, equity and other such unwritten laws applicable to any act, omission, conduct, matter or thing for any reason; **"Modern Slavery"** means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited or defined as a modern slavery offence under all applicable anti-slavery and human trafficking laws, statutes and codes from time to time in force including, but not limited to the *Criminal Code Act 1995* (Cth), sch 1 divisions 270 and 271, the *Modern Slavery Act 2018* (NSW), s 5(1) and sch 2, and the *Modern Slavery Act 2015* (UK), sections 1, 2 and 4. For the avoidance of doubt, Modern Slavery includes and conditions or practices similar to those prohibited under those laws, statutes, regulations and codes; **"Notice"** means written notice and **"notify"** means notification in writing;

"Parties" means the Company and the Contractor;

"Payment Terms" means the payment terms regarding the Service Fees as set out in the Purchase Order; **"Policies and Procedures"** means the policies, plans and procedures of the Company as notified to the Contractor from time to time;

"Purchase Order" means the order to which these Terms apply, and which sets out, amongst other things, the Scope of Services and the Service Fees;

"Scope of Services" means the services to be provided by the Contractor to the Company as set out in the Purchase Order;

"Service Fees" means the fees payable to the Contractor by the Company in consideration of the Contractor providing the Services as set out in the Purchase Order;

"Services" means the services to be provided by the Contractor as set out in the Purchase Order and as varied in accordance with these Terms;

"Special Conditions" means the special conditions set out in the Purchase Order (if any);

"Tax" means any tax, goods and services tax or valued added tax, levy, charge, impost, duty, fee, assessment, contribution, deduction and compulsory loan or withholding which is assessed, levied, imposed, or collected by any Government Agency and/or Taxation Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above;

"Tax Invoice" means the invoice issued by the Contractor in accordance with these Terms and has the respective meaning ascribed to it in the GST Act;

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"Taxation Authority" means in respect of a Tax, the person who administers the imposition and collection of that Tax; and

"Terms" means the terms of these Terms which commences on the Commencement Date and ends on the End Date.

2. TERM

From the Commencement Date, the Contractor will provide the Services to the Company in accordance with these Terms until the earlier of:

- (a) the End Date (if any);
- (b) the completion of the Services to the reasonable satisfaction of the Company; or
- (c) the termination of these Terms.

3. PERFORMANCE OF SERVICES

3.1 The Contractor will provide the Services to the standards, at the times, location and in the frequency, quantity and manner as specified in the Purchase Order or as reasonably directed by the Company from time to time.

3.2 The Contractor warrants that:

- (a) it will comply with the requirements set out in the Scope of Services;
- (b) it can perform its obligations under these Terms, and will throughout the Term perform its obligations in a competent and professional manner and in accordance with these Terms;
- (c) it has the necessary skills, experience, qualifications, resources, technology and know-how to supply the Services;
- (d) it holds and will maintain all requisite licences, permits, permissions, insurances, consents and/or authorities necessary for the provision of the Services;
- (e) no conflict of interest exists or is likely to arise in the performance of its obligations under these Terms;
- (f) the Services will be performed in compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics;
- (g) the Services will be completed adequately for the purposes of these Terms; and
- (h) the Services will be performed in full compliance with all applicable laws, rules, regulations, codes and standards.

3.3 If requested by the Company, the Contractor will supply evidence of compliance with its obligations under clause 3.2, to the Company's reasonable satisfaction. The Contractor acknowledges that the Company is entering into these Terms relying on the warranties set out in clause 3.2.

3.4 The Contractor will:

- (a) comply with any reasonable directions of the Company;
- (b) comply with any Policies and Procedures of the Company including but not limited to any occupational health and safety policies or procedures;
- (c) use its best endeavours to ensure that the Services are completed by the End Date and in accordance with any timetable specified in the Scope of Services and take reasonable steps to prevent or minimise any delay;
- (d) notify the Company of any delay immediately the Contractor first has cause to believe the Services or any part of them may be delayed;
- (e) take all reasonable steps to minimise any delay and any consequential costs;
- (f) not during the Term hold any other position or engage in any other work which may conflict with the Contractor's obligations under these Terms. For the avoidance of any doubt, nothing in this clause or in these Terms is intended to prevent the Contractor from rendering its services to third parties, provided that the rendering of those services does not result in any conflict with the Contractor's obligations under these Terms;
- (g) attend meetings, provide information and reports to the Company, upon request or as otherwise may be required under these Terms, as to the manner and timing of performance of the Services;
- (h) immediately advise and inform the Company of:
 - (i) any emergency or other event that may affect the Company and/or the performance of the Services, including without limit any event or claim that may involve insurance claims or litigation; and
 - (j) any changes in Law, current best practices, legislation, regulations standards or authority requirements which relate to the Services, whether those changes directly require any alteration to the Services or the Contractor's work practices;

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4. SERVICE FEES

- 4.1 Subject to the Contractor performing the Services to the Company's satisfaction, the Company will pay the Contractor the Service Fees in consideration of the Contractor providing the Services to the Company in accordance with these Terms.
- 4.2 The Company will pay the Service Fees in accordance with the Payment Terms.
- 4.3 The Company will reimburse the Contractor on demand for all reasonable expenses incurred by the Contractor in rendering the Services, provided that the Contractor is able to provide written proof of these expenses.
- 4.4 If any supply under these Terms is or becomes subject to GST, the party to whom the supply is made ("**the Recipient**") must pay to the party making the supply ("**the Supplier**"), as consideration in addition to any consideration payable or to be provided elsewhere in these Terms, subject to issuing a valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 4.5 Any amount in respect of GST payable under clause 4.4 must be paid to the Supplier on or before the last Business Day of the month following the month in which the Recipient receives the valid Tax Invoice.
- 4.6 If any party is required to reimburse or indemnify the other party for a cost, expense or liability ("**Cost**") incurred by the other party, the amount for that Cost for the purpose of these Terms is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim in respect of the Cost.

5. PERSONNEL

- 5.1 The Contractor will engage such personnel as are necessary for the Contractor to perform the Services in accordance with these Terms.
- 5.2 The Contractor will ensure that all its personnel are aware of and comply with these Terms and are sufficiently qualified, skilled and experienced to provide the Services.
- 5.3 The Company may in its absolute discretion direct the Contractor to replace any of the Contractor's personnel.
- 5.4 The Contractor will be responsible for the payment of and indemnifies the Company in relation to:
 - (a) all salaries and allowances of its personnel, including all salaries, allowances and benefits which the Contractor is obliged to pay to its personnel; and
 - (b) all holiday, sick leave and long service leave entitlements, payroll tax, fringe benefits tax, workers compensation payments, superannuation and other similar obligations in respect of its personnel and will make all necessary group taxation deductions.
- 5.5 The Contractor will:
 - (a) comply with all applicable Laws and regulations regarding its personnel, including without limitation work health and safety legislation;
 - (b) have, and always maintain during the Term, occupational health and safety policies and procedures;
 - (c) ensure that the policies and procedures referred to at clause 5.5(b) above are complied with by the Contractor and all personnel at all times during the Term and that all personnel are provided with adequate training with respect to those policies and procedures;
 - (d) upon request by the Company at any time during the Term, provide the Company with a copy of the policies and procedures referred to at clause 5.5(b) above and evidence that personnel have received training with respect to those policies and procedures;
 - (e) not contravene, or not do anything that may cause the Company to contravene, any work health and safety laws in connection with the Services; and
 - (f) meet with the Company during the Term, at a time(s) and on a date(s) to be agreed, to discuss the health and safety of the personnel (including whether any safety incidents have occurred during the course of the engagement) and measures taken by the Contractor to comply with its obligations under this clause 5.5(f).
- 5.6 For the sake of clarity, if the Company, in its reasonable opinion, considers that the measures taken by the Contractor in respect of its obligations under clause 5.5 are inadequate, the Company may either issue a notice in accordance with clause 11.2 or terminate these Terms in accordance with clause 11.1.
- 5.7 To the extent permitted by law, the Contractor indemnifies the Company against all Claims relating to a failure by the Contractor to comply with all applicable work health and safety laws or its obligations under this clause 5.

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6. FORCE MAJEURE

- 6.1 A party will not be liable for its inability to perform its obligations under these Terms as a result of a Force Majeure Event. If a Force Majeure Event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the Force Majeure Event must use all reasonable endeavours to prevent the force majeure occurrence.
- 6.2 If a Force Majeure Event renders performance of these Terms impossible for a continuous period of at least 30 days, either party may, by notice to the other, terminate these Terms.

7. INDEMNITIES

- 7.1 The Contractor must indemnify and keep indemnified the Company, its related bodies corporate and their respective employees ("**Indemnified Parties**") from and against any loss, damage or expense (including legal fees) incurred by an Indemnified Party arising directly or indirectly out of:
- (a) any claim or suit for alleged infringement of any intellectual property rights, including patents or copyright, relating to any use of the Services, including all costs and expenses of defending and incidental to the claim or suit (and, if required by the Indemnified Party, must conduct the defence of any and all such claims or suits);
 - (b) any non-compliance with applicable laws, regulations, specifications or standards by the Contractor or its personnel in connection with these Terms;
 - (c) the failure of the Services to conform to or fulfil any term or condition of these Terms Agreement (including any term or condition implied or incorporated by any legislation or law) or any other instruction given by the Company; or
 - (d) the Contractors, its employees, agents and personnel's performance or non-performance, negligence or omission of the Services (or part thereof) or other obligations under these Terms, including claims for personal injuries, death and property loss or damage and the claims or liens of workmen or suppliers of goods, except where such injury, death, damage or loss arises solely from the wilful misconduct of the Company.

8. INSURANCE

- 8.1 The Contractor must always during the Term maintain (at the Contractor's expense) such insurance policies as a required by Law.
- 8.2 Without limiting the Contractor's obligations under clause 8.1, the Contractor must effect and keep current the insurance policies for not less than the amounts set out in the Purchase order or as requested in writing by the Company.
- 8.3 The Contractor will ensure that the insurance effected by it in accordance with this clause:
- (a) is effected with a reputable insurer approved by the Company; and
 - (b) includes a clause whereby the insurer waives all rights of subrogation against the Company with respect to any Claim pursuant to these Terms.
- 8.4 The Contractor must give the Company certificates of currency of the insurance policies referred to in this clause before the Contractor commences provision of the Services and whenever reasonably requested by the Company.
- 8.5 The Contractor must immediately report to the Company any event which does or could potentially give rise to a claim under the insurance policies referred to in clause 8.1 and 8.2.

9. VARIATION

The Company may at any time give written notice to the Contractor proposing a variation to the Scope of Services, including increasing, decreasing, omitting, accelerating, changing the character or quality of the Services and providing additional Services. The Contractor must, as soon as possible, or in any event within seven days, provide a written proposal as to varied costs that will apply for the provision of the varied Services. The Company may accept the varied cost proposal in writing, within seven days of receipt from the Contractor but in the absence of such acceptance these Terms will continue as if no proposal under this clause had been made. Any variation to the Scope of Services in accordance with this clause will only take place with effect from the date that the parties agree that such variation will take effect and if no such agreement is entered into, immediately on the date that the Company notifies the Contractor in writing that it accepts its varied cost proposal.

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10. SUSPENSION

- 10.1 Provided that the Company has a reasonable basis for considering that the Contractor has failed to comply with a material obligation in accordance with these Terms, or that it is in breach or is likely to breach a material provision of these Terms, the Company may, by prior written notice to the Contractor, suspend the carrying out of the Services or any part of the Services. Unless the Company has a legitimate basis for giving immediate notice to the Contractor of the suspension of the Services, the Company will give the Contractor at least 7 days written notice of its intention to do so.
- 10.2 The Company will not suspend the Contractor's Services for a period in excess of a total of 30 working days in any calendar year. Should the Company breach this clause, the Contractor will, at its sole discretion, be entitled to immediately terminate this agreement by giving written notice to the Company and to recover such amounts as it may be entitled to in accordance with these Terms.
- 10.3 Subject to the provisions of clause 10.2 above, the Company may at any time after suspending the Contractor's Services, give the Contractor reasonable notice to recommence carrying out those Services so suspended.

11. TERMINATION

- 11.1 The Company party may terminate these Terms at any time and for any reason by giving thirty days' written notice to the Contractor.
- 11.2 If either party breaches these Terms ("**Defaulting Party**") and the breach can be remedied, the other party ("**Non-Defaulting Party**") may give the Defaulting Party no less than 30 days' written notice to remedy that breach. If the breach is not remedied within the period stipulated in the notice, the Non-Defaulting Party may give the Defaulting Party a further written notice immediately terminating these Terms.
- 11.3 Either party may terminate these Terms by written notice to the other party immediately upon any of the following events:
- (a) if the other party commits a serious breach of these Terms which cannot be remedied;
 - (b) if the other party ceases to do business as a going concern;
 - (c) if an Insolvency Event occurs in relation to the other party; or
 - (d) if the other party commits a serious criminal offence.
- 11.4 The Contractor may terminate these Terms by written notice to the Company if the Company suspends the Contractor's Services for a period in excess of a total of 30 working days in any calendar year.
- 11.5 If the Company terminates these Terms pursuant to clause 11.3:
- (a) the Company will not be liable to the Contractor for any Claims by the Contractor relating to the termination of these Terms by the Company in accordance with clause 11.3, including any additional payment for losses or expenses incurred by the Contractor – except for any fees owing to the Contractor for the Services (including any fees for Services for which it has not invoiced the Company as at that date) and any expenses incurred by the Contractor in accordance with these Terms;
 - (b) it shall not affect any of the Company's other rights or remedies, including the right to engage a third party to carry out or complete the Services – unless the Company has first given the Contractor a reasonable opportunity to remedy or make good any breach of these Terms and to complete the Services.
- 11.6 The termination of these Terms by either party for any reason whatsoever will not in any way limit or affect the Contractor's entitlement to receive payment of all fees and expenses due to the Contractor in respect of the Services in accordance with these Terms, up to and including the termination date.
- 11.7 Subcontractor/Supplier must, at all times, comply with all of Greencap's policies, procedures, instructions, directions, publications or guidelines (as amended from time to time) and which are available at <https://www.greencap.com.au/privacy-policies> in relation to ethical sourcing practices, sustainability, ethical conduct, anti-bribery and modern slavery. If the Subcontractor/Supplier is unable to demonstrate a commitment to complying with Greencap's policies, we reserve the right to immediately terminate this Contract upon written notice.

12. CONTRACTOR ASSISTANCE

In the event that these Terms are terminated by the Company in accordance with clauses 11.2 or 11.3 or the Contractor is unable to complete the Services for any reason, the Contractor must provide the Company with reasonable assistance to facilitate the provision of the Services by an alternate contractor, including providing all necessary material and information regarding the Services and returning all Company property to the Company.

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13. ACCOUNTS AND RECORDS

- 13.1 During the Term and for a period of seven years after the expiry or termination of the Term ("**Retention Period**"), the Contractor will maintain accurate and current records and accounts relating to the Services, Service Fees and expenses ("**Records**").
- 13.2 During the Retention Period, the Contractor will provide the Company access to the Records (however and wherever stored) which relate to the Services as reasonably requested by the Company.
- 13.3 The Contractor must, upon reasonable written notice, permit the Company's auditors or other professional, government or statutory representative's access to the Contractor's premises, books, records, documents, reports, findings, equipment and other property relevant to the performance of the Service.
- 13.4 Such access includes, but is not limited to, access for the purposes of liaison, reporting and inspection and for verification of compliance by either Party with its obligations under this agreement and its likely capacity to continue to comply with its obligations in the future. Without limiting the foregoing, such audits, inspections or access may include, but need not be limited to: (a) administration practices and facilities;
- (b) quality assurance practices;
 - (c) investigations under the rules of a statutory body; and
 - (d) other such investigations as are necessary to determine whether a Party has complied with a relevant security and privacy standards or obligations under these Terms.
- 13.5 The *Freedom of Information Act* 1982 (Cth) ("**FOI Act**") gives members of the public rights of access to official documents of the Commonwealth Government and its related agencies. The FOI Act extends, as far as possible, rights to access information in the possession of the Company, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities. The Client acknowledges that the Company's requirements and policies may require certain identifying details of the agreement to be made available to the public under the FOI Act.

14. CONFIDENTIALITY & PRIVACY

- 14.1 Each party owns all its Confidential Information, and both parties agree it will each keep the Confidential Information strictly secret and confidential and will not disclose, use, copy or reproduce the Confidential Information except for the completion of the Services in connection with this Agreement. The Contractor will promptly notify the Company in the event the Contractor becomes aware of any unauthorised access to or use or disclosure of Confidential Information.
- 14.2 During these Terms and after their termination, each party can use or disclose the other party's Confidential Information only:
- (a) to perform the Services;
 - (b) to professional advisors on a confidential basis for the purpose of obtaining advice;
 - (c) if the disclosing party has consented in writing; or
 - (d) if required by Law or under the rules of an applicable stock exchange.
- 14.3 Upon the earlier of:
- (a) the termination of these Terms; or
 - (b) a demand from the disclosing party, the recipient of Confidential Information must:
 - (c) at the disclosing party's discretion, within a reasonable timeframe deliver to the disclosing party or destroy all Confidential Information in the recipient's possession or under its control; or
 - (d) delete all Confidential Information held electronically in any medium in the recipient's possession or under its control.
- 14.4 This agreement shall not be construed to exclude the operation of any principal of law or equity intended to protect and preserve the confidentiality of the Confidential Information.
- 14.5 The Contractor acknowledges that it is aware that any breach of these Terms will result in the Company suffering loss or damage and will entitle the Company to seek injunctive relief in appropriate circumstances to prevent the continuation of such a breach.
- 14.6 The Contractor agrees with the Company to indemnify and keep the Company indemnified against any loss or damage the Company may suffer or incur arising from any breach of these Terms by the Contractor.
- 14.7 The parties agree with respect to all information made available or provided by the other party at any time in connection with the performance of the Services which comprises personal information with the meaning of the *Privacy Act 1988* (Cth) or any similar legislation applicable from time to time:
- (a) to comply with and ensure compliance with those provisions of the Privacy Act as if it were an agency

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bound by that Act concerning the security, use and disclosure of information to which a party is subject in respect of that information and which affects the Product or Service or any similar legislation applicable from time to time;

- (b) to comply with the Company's privacy statement which can be accessed at <https://www.greencap.com.au/privacy-policies>
- (c) to implement appropriate security measures to ensure that personal information held in connection with this Agreement is protected against loss and against unauthorized access, use, modification, disclosure or other misuse;
- (d) to refrain from transmitting personal information to a jurisdiction outside Australia without the prior express consent of the Company (which consent to be granted or withheld at the Company's sole discretion); and
- (e) to remain subject to the mandatory reporting requirements of the Notifiable Data Breach ("NDB") scheme in Part IIIC of the *Privacy Act 1988* (Cth) that requires entities to notify affected individuals and the Australian Information Commissioner if personal information is involved in an intentional or unintentional eligible data breach that is likely to result in serious harm. The NDB scheme only applies to personal information that is already subject to security requirements under the *Privacy Act*

15. INTELLECTUAL PROPERTY

- 15.1 The Company owns all right, title and interest in Intellectual Property developed, owned or acquired by the Company prior to the Commencement Date, including any modification or improvement on that Intellectual Property.
- 15.2 The Contractor owns all right, title and interest in Intellectual Property developed, owned or acquired by the Contractor prior to the Commencement Date.
- 15.3 The Contractor acknowledges and agrees that the Company will own all right, title and interest in Intellectual Property made, written or developed by the Contractor directly in the course of and for the purpose of providing the Services in accordance with these Terms. The Contractor assigns to the Company any and all the Contractor's right, title and interest in such Intellectual Property. This assignment takes effect as each part of such Intellectual Property comes into existence. The Contractor will do and sign all things necessary to give effect to this assignment.
- 15.4 If necessary to enable the Company to enjoy the benefit or end result of the Services, the Contractor grants to the Company a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence (with the right to grant sub-licences) to use, solely for that purpose, such of the Contractor's Intellectual Property as is strictly necessary to enjoy that benefit or end result.
- 15.5 The Contractor represents and warrants that it is entitled to assign the Intellectual Property identified in clause 15.3 and grant the licence set out in clause 15.4 and that the Services and the Company's use, modification, copying and development (including permitting others to take those actions) of the Intellectual Property as assigned or licensed will not infringe the Intellectual Property rights of any other person.
- 15.6 The Contractor will ensure that, in providing the Services, nothing the Contractor does will breach the moral rights of another person.
- 15.7 The Contractor warrants that:
 - (a) all individuals that may have moral rights in any material provided as part of the Services or any works constructed in accordance with that material have validly provided their written consent to the Contractor; and
 - (b) the consent referred to in clause 15.7(a) above allows the Company to deal with that material of those works (including by way of destruction or alternation) in connection with the completion, operation, development, marketing, use, extension, redevelopment, demolition or improvement of the project or Intellectual Property or any merchandising marketing or promotions associated with the project or Intellectual Property in such a manner as the Company decides, (without being held to have infringed any moral right of the individual).

16. CONTRACTOR WARRANTIES

- 16.1 The Contractor warrants that:
 - (a) it will make good any defects in the Services at its own cost within a reasonable time of receiving a written request from the Company to do so specifying the defects in the Services to be made good;
 - (b) the Services will be performed strictly in accordance with the requirements of these Terms and any order issued by the Company, including but not limited to any drawings, specifications and other instructions of

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- the Company;
- (c) the Services will be rendered with due skill and care;
- (d) the Services will comply with the requirements of any relevant statutes or regulations;
- (e) the Company may set off any sums due to the Contractor against any monies owing by the Contractor to the Company.
- (f) if during the Term, or at any time after termination of this Agreement, any Contractor Personnel is held or is deemed to be an employee of the Company under general law, or any statute, the Contractor must indemnify the Company and keep the Company indemnified in respect of such persons including for any:
 - (i) additional Tax, Superannuation, levy, contribution or other payment; or
 - (ii) remuneration, leave entitlement, or any monetary or non-monetary benefit to be paid or provided to such persons, including any interest, penalty or late fee that may be payable in respect of the late or non-payment of any Tax, levy, contribution or other payment or benefit. It is not necessary for the Company to suffer an actual loss before making a claim for indemnification or other payment under this clause 16.1;
- (g) it has a valid Australian Business Number;
- (h) it has the insurance policies required by clause 8 of these Terms as at the date of these Terms and warrants that such insurance policies will be maintained throughout the Term; and
- (i) it will comply with applicable legislation in relation to work health and safety; collectively, the ("**Warranties**").

17. COMPANY WARRANTIES

The Company warrants that it will provide to the Contractor such information, assistance and co-operation as may be reasonably necessary in order to enable it to render the Services.

18. NON-SOLICITATION

- 18.1 During this agreement and for a period of twelve (12) months following the termination or expiration of these Terms, the Contractor will not directly or indirectly solicit, induce, or attempt to induce or persuade any employee, consultant or contractor of the Company to terminate his or her employment with the Company.
- 18.2 During this agreement and for a period of twelve (12) months following the termination or expiration of these Terms, the Contractor shall not use the Company's existing Product and Service client demographic and relating confidential information to solicit and/or transfer business to any competing entity.
- 18.3 It is agreed that if the Contractor violates this clause, irreparable harm will occur, and damages will be insufficient to compensate the Company. In the event of a breach of these Terms, the Company will be entitled to seek injunctive relief to enforce these Terms and shall have the right to collect from the Contractor its reasonable costs and necessary disbursements and legal fees incurred in enforcing these Terms.

19. DISPUTE RESOLUTION

- 19.1 Any dispute or agreement in relation to or in connection with these Terms or the Services in any matter ("**Dispute**") is to be resolved in accordance with the procedure provided in clause 19.
- 19.2 In the event of a Dispute, the party seeking it resolved must issue to the other Parties a notice setting out all details relevant to the Dispute ("**Dispute Notice**").
- 19.3 Within 14 days of receipt of a Dispute Notice, the senior management of the Parties to the Dispute respectively must meet in Melbourne, Victoria (or such other place agreed by the Parties) to negotiate resolution of the Dispute unless the Parties agree to hold such discussions by teleconference or via other electronic means. The Parties agree that those negotiations must be conducted in good faith.
- 19.4 If the Dispute is not resolved in accordance with clause 19.3, either party will be entitled to take the matter to litigation in the courts of the State of jurisdiction.
- 19.5 Nothing contained in clause 19 will prevent a party from seeking urgent interlocutory relief.

20. MODERN SLAVERY

- 20.1 The Contractor represents, warrants and undertakes;
 - (a) that no form of Modern Slavery is used in the Contractor's business or by its directors, officers, employees, agents, representatives, contractors or subcontractors;
 - (b) to comply with all applicable employment and work health and safety laws;
 - (c) to comply with all applicable statutory requirements relating to Modern Slavery;

SUBCONTRACTOR TERMS & CONDITIONS OF ENGAGEMENT

- (d) to comply with applicable Modern Slavery reporting requirements including but not limited to the *Modern Slavery Act 2018* (NSW); and
 - (e) to notify to the Company promptly upon becoming aware of any incident, complaint or allegation that the Contractor, or any entity in its supply chain, has engaged in Modern Slavery.
- 20.2 The Contractor shall have and maintain throughout the term of this Agreement its own policies and procedures that are intended to ensure compliance with the warranties contained in clause 20.1.
- 20.3 The Contractor must not engage in Modern Slavery.
- 20.4 The Contractor acknowledges that the Company has corporate reporting requirements with regard to modern slavery and, at the reasonable request of the Company, it will confirm in writing that it has complied with its undertakings under this clause 20 and will provide any information reasonably requested by the Company in support of such compliance.
- 20.5 Upon becoming aware of any actual, reasonably suspected or anticipated breach of clause 20, the Contractor must immediately provide written notice of the breach, giving full details of such breach to the Company.

21. GENERAL

21.1 Severability

Every provision of these Terms will be deemed severable as far as possible from the other provisions of these Terms. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from these Terms. These Terms, with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

21.2 Entire Agreement

- (a) These Terms and the Purchase Order contain the entire agreement between the Parties in respect of the subject matter of these Terms and the Purchase Order.
- (b) These Terms supersede any prior agreement or understanding (if any) between the Parties in relation to the subject matter of these Terms or the Purchase Order.

21.3 Amendments

Any amendment to these Terms must be made in writing and executed by both Parties.

21.4 Assignment

- (a) The Company may assign its interest under these Terms at any time.
- (b) The Contractor may only assign its interest under these Terms with prior written consent from the Company.

21.5 Notices

- (a) Any notice to be given by one party to the other must:
 - (i) be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent; and
 - (ii) must be hand delivered or sent by prepaid post, facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) set out in these Terms (or any other address, facsimile number or electronic mail address that a party notifies to the other party from time to time).
- (b) Notice will be deemed sufficiently given:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of prepaid post, two Business Days after being sent;
 - (iii) in the case of electronic mail, on the day of transmission, provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non- receipt.

21.6 Relationship of Parties

- (a) The Parties are independent contractors. The Parties are not principal and agent, partners, trustee and beneficiary or employer and employee.
- (b) Nothing in this agreement will prevent the Contractor from rendering its services to any third parties, provided that by doing so the Contractor does not breach these Terms.

21.7 Governing Law

- (a) This agreement is governed by and shall be interpreted in accordance with the laws of Victoria and the parties agree to submit to the jurisdiction of the courts of the jurisdiction.

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22. SPECIAL CONDITIONS

- (a) The Parties will comply with any and all Special Conditions set out in Purchase Order (where applicable).
- (b) In the event of any inconsistency between the Special Conditions and the terms and conditions in the body of these Terms, these Terms and Conditions will prevail to the extent of the inconsistency.

SUBCONTRACTOR TERMS & CONDITIONS OF ENGAGEMENT

EXECUTED by a duly authorised
representative of **Contractor:**

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Name of Contractor:

Contractor ABN:

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Witness (signature)

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Authorised Representative (signature)

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Witness (print name)

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Name of Authorised Representative

.....
Title of Authorised Representative

EXECUTED by a duly authorised
representative of **Greencap Pty Ltd: ABN: 76**
006 318 010

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Witness (signature)

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Authorised Representative (signature)

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Witness (print name)

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Name of Authorised Representative

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Title of Authorised Representative