

1. Definitions

Business Day means a weekday on which banks are open in the capital of the State referred to in the relevant Governing Law in the place where the relevant Client entity is located.

Charges means the charges payable by the Client for Goods and/or Services, as detailed in a Purchase Order or in any relevant supplier quote submitted by the Supplier and agreed to by the Client in writing.

Confidential Information means any Client information disclosed in any form to the Supplier, which is identified by the Client as being confidential, or which due to the circumstances of disclosure the Supplier knows or ought to know is confidential, however disclosed, but excluding information that:

- was or becomes generally available to the public, other than as a result of a breach of an obligation of confidentiality owed to the Client;
- becomes known to the Supplier, without an obligation of confidentiality, from a source other than the Client;
- was in the Supplier's possession, without an obligation of confidentiality, prior to receipt from the Client; or
- is independently developed by the Supplier without the use of the Client's confidential information.

General Terms means these terms headed "**Purchase Order - General Terms**".

Goods means the goods to be provided by the Supplier to the Client under and in accordance with a Purchase Order.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Client means EDG Consulting Pty Ltd (ABN 22 818 607 600).

Client Materials has the meaning given in clause 9.1 (Intellectual Property).

Purchase Order means the applicable Purchase Order for Goods and/or Services issued by the Client to the Supplier.

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or subcontractor of that party.

Supplier Agreement means the agreement as defined in Section 3

Services means the services to be provided by the Supplier to the Client under and in accordance with a Purchase Order.

2. Supplier duties

- The Supplier must supply the Goods and/or Services to the Purchaser in accordance with the requirements of these General Terms.
- In supplying the Goods and/or Services, the Supplier must make all reasonable enquiries of the Purchaser to ascertain its requirements.
- A date for the delivery of Goods and/or services will be specified in a Purchase Order.

3. Supplier Agreement

- The Supplier Agreement will become a binding between the Client and the Supplier upon the Supplier's verbal or written acceptance of a Purchase Order is received by the Client. Verbal confirmation will be confirmed in writing by the Client.
- The Purchase Order, written confirmation, together with these General Terms and any specifications, drawings and documents referred to in the Purchase Order constitute the entire agreement between the parties.
- In the event and to the extent of any inconsistency between these General Terms and the terms of a Purchase Order, these General Terms will prevail.
- If the Supplier purports to impose upon the Client or incorporate into this agreement any additional or varied terms by any means whatsoever, then such terms will be null and void and of no force or effect unless agreed to in writing by the Client.

4. Title and risk

- Title to all Goods passes to the Client free of encumbrances upon payment in full by the Client for those Goods. Risk of loss of or damage to Goods resides with the Supplier until the Goods are delivered to the Client at the place of delivery specified in the relevant Purchase Order.

5. Charges

- Charges payable by the Client will be as specified in a Purchase Order.
- The Supplier must ensure that Charges invoiced are consistent with this agreement

- Charges will not be increased without the Client's written consent.

6. Payment of the Charges

- The Supplier may only render an invoice for Goods and/or Services on or before the 25th day of each month. If the Contractor submits a payment claim earlier than that time, that payment claim will be deemed to have been submitted on the 25th day of the month. Where an invoice is submitted after the 25th day of the month, the invoice shall be taken to have been submitted on the 25th day of the following month. The time for payment claims may only be varied in writing by the Client.
- Invoices must:
 - Satisfy the requirements for a valid Tax Invoice as specified in the GST Act.
 - State the Purchase Order reference number or reference other written direction from the Client.
 - Be addressed to EDG Consulting Pty Ltd: attention of the Client Representative.
- Upon receipt of a correctly rendered and valid Tax Invoice, the Client will pay to the Supplier all undisputed Charges within thirty (30) days of receipt of such invoice.

7. GST

- Unless otherwise stated in this agreement, the consideration specified in this agreement does not include any amount for Goods and Services Tax ("**GST**").
- If a supply under this agreement is subject to GST, the Client must pay to the Supplier an additional amount equal to the applicable GST in respect of the Taxable Supply (except to the extent that the consideration is expressed to be inclusive of GST).
- The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided.
- If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party, or to which the representative member for a GST group of which the other party is a member, is entitled to an Input Tax Credit (as defined in the GST Act).

8. Intellectual Property

- The Supplier acknowledges and agrees that the Client (or a third party supplier to the Client) owns all intellectual property rights in and to any materials provided to the Supplier by or on behalf of the Client ("**Client Materials**").
- The Supplier is permitted to use Client Materials only to the extent necessary for the provision of the Goods and Services. The Supplier must return all Client Materials to Client when no longer required by the Supplier for such purposes or on demand by the Client.
- All intellectual property rights developed by the Supplier under or in connection with this agreement or the provision of the Goods and/or Services vests immediately in the Client upon its creation. The Supplier hereby irrevocably and unconditionally assigns to the Client all such intellectual property rights.

9. Access

- On reasonable notice and during normal working hours, the Client will use reasonable endeavours to provide the Supplier with access to the relevant Client location to enable the Supplier to deliver the relevant Goods and/or Services.
- When providing Services at or delivering Goods to the Client's premises, the Supplier agrees to comply with the Client's policies and procedures relating to occupational health (including the Client's smoke free work place policy and Occupational Health & Safety Policy), safety and security in effect at those premises, as notified by the Client, and with all reasonable directions given by any Representative of the Client.

10. Indemnity and insurance

- The Supplier will indemnify the Client, the Client's related bodies corporate (as defined in the Corporations Act 2001 (Cth)), and all Representatives of each of them, against any and all loss, liability, damages, and expenses (including legal fees on a full indemnity basis) suffered or incurred by any of them to the extent such loss, liability, damage or expense is suffered or incurred, as a result of any of the following:
 - any fraud by the Supplier or any of its Representatives;
 - any breach by the Supplier or any of its Representatives of any applicable laws; and

- c) personal injury, death, or loss of or damage to real or tangible personal property caused by the Supplier or by any of its Representatives under or in connection with this agreement, or caused in any way by any Goods provided under this agreement.
- 10.2. Without limiting its obligations under clause 10.1, the Supplier will, with respect to Goods and/or Services provided pursuant to a Purchase Order, arrange and maintain with a reputable insurance company:
- Public and Third Party liability insurance of at least \$10 million per event; and
 - Where required by the Client, Professional Indemnity insurance of at least \$5 million per event.
- 10.3. The Supplier must provide the Client with certificates of currency for the insurance required pursuant to clause 10.2 upon request.
- 11. Confidentiality and privacy**
- 11.1. The Supplier will not disclose or use any Confidential Information except for the purposes of performing its obligations under this agreement.
- 11.2. The Supplier may disclose the Client's Confidential Information:
- to its legal or financial advisers, to obtain advice; or
 - as required or authorised by law; or
 - with the Client's prior written consent; or
 - as required by the listing rules of any stock exchange on which the Supplier's shares are listed.
- 11.3. The Supplier agrees to comply with the provisions of the *Privacy Act 1988* (Cth), in respect of any Personal Information collected, used or disclosed under this agreement.
- 12. Termination - breach and insolvency**
- 12.1. The Client may terminate this Supplier Agreement immediately by giving written notice to the Supplier, while preserving to itself whatever rights may have accrued to it, upon occurrence of any of the following events:
- where the Supplier commits a breach of the Supplier Agreement which is not capable of being remedied;
 - where the Supplier has committed a breach of the Supplier Agreement which is capable of remedy, and has not remedied the breach within 30 days of receipt of written notice of the breach; or
 - where the Supplier commits an act of insolvency, comes under any form of insolvency administration, or novates, assigns or otherwise deals with its rights under this agreement without the Client's consent.
- 13. Termination without cause**
- 13.1. The Client may terminate the Supplier Agreement at any time without cause by giving the Supplier seven (7) days' written notice.
- 13.2. The Client may terminate the Supplier Agreement at any time without cause immediately by giving the Supplier written notice if directed or required to do so by any regulatory authority.
- 14. Consequences of termination**
- 14.1. In the event of the termination of the Supplier Agreement for any reason, the Client will be entitled to a refund of any Charges paid in advance for Goods and/or Services not delivered.
- 14.2. In the event of termination of the Supplier Agreement under clause 13 (Termination without cause), the Supplier will be entitled upon termination to payment of:
- any monies outstanding for Services performed or Goods delivered prior to termination; and
 - the Supplier's actual and direct out-of-pocket expenses to the date of termination, as approved by the Client. The Supplier must mitigate any such costs claimed from the Client.
- 14.3. In no event will amounts to be paid by the Client under clause 14.2 (Consequences of termination) exceed the value of the Charges payable for the Goods and Services terminated.
- 14.4. In the event of termination of the Supplier Agreement for any reason, the only amounts payable by the Client to the Supplier are those referred to in clause 14.2 (Consequences of termination). The Client will not be liable to pay the Supplier any amount by way of early termination charges or compensation for loss of prospective revenue or profit suffered in connection with such termination.
- 15. Warranties**
- 15.1. The Supplier warrants that:
- Goods and Services will conform to all of the requirements of the Purchase Order;
- It has elicited the consent of its employees and subcontractors to allow the Client to use the Services without infringing any parties' moral rights;
 - Services will be provided with due care and skill; and
 - Goods will conform to any sample provided, will be of merchantable quality, and will be fit for purpose.
- 15.2. If any Goods or Services do not comply with clause 15.1, then the Supplier will, at the Client's request and at no additional cost to the Client:
- in the case of Services, to the extent practicable, promptly provide the Services again; and
 - in the case of Goods, promptly rectify the non-conforming Goods or replace them with goods that meet the requirements of clause 17.1.
- 15.3. Alternatively, and at the Client's discretion, the Client may:
- elect to receive defective Goods or Services at a reduced price, such price to be determined by the Client having regard to the nature of the relevant defect or non-conformance; or
 - reject any defective Goods or Services, in which case the Supplier will refund to the Client in full all Charges paid in respect of those Goods or Services.
- 16. Regulatory**
- 16.1. The Supplier will at all times comply with all laws, regulations and codes of practice that are applicable to performance by the Supplier of its obligations under the Purchase Order.
- 17. Conflict of interest**
- 17.1. The Supplier must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Client's best interests.
- 17.2. The Supplier's obligations under this clause 17 (Conflict of interest) apply to the activities of the Supplier's Representatives in their relations with the Client's Representatives and/or any third parties associated with the Purchase Order.
- 17.3. The Supplier must immediately notify the Client in writing of any and all violations of this clause 17 (Conflict of interest) upon becoming aware of those violations.
- 18. Jurisdiction and governing law**
- 18.1. The Purchase Order is governed by the laws of the State or Territory in which the relevant Client entity is located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and courts of appeal from them.
- 19. Variation**
- 19.1. The Supplier Agreement may be amended or varied only by agreement in writing signed by the parties.
- 20. Survival**
- 20.1. Clauses 8 (Intellectual Property), 11 (Confidentiality), 18 (Jurisdiction and governing law), and this clause 20 (Survival) survive the expiry or termination (for whatever reason) of the Purchase Order, together with any other clauses that by necessary implication survive such expiry or termination.
- 20.2. The Supplier's obligations under clauses 10 (Indemnity and insurance), 15 (Warranties) and 16 (Regulatory) survive the expiry or termination (for whatever reason) of the Purchase Order.