

TERMS AND CONDITIONS – TERMS OF BUSINESS

1 Application of Terms of Business

- 1.1 These Terms of Business set out the key trading terms for the supply of Services by Veris to the Client.
- 1.2 Subject to the terms of these Terms of Business, the Client may request Veris to provide services to the Client and Veris may then prepare a Fee Proposal setting out the key components of the Services, which may include any of the following:
- a unique reference or order number;
 - the description of the Services to be supplied to the Client;
 - the Project related to the Services;
 - the proposed Fee for the Services
 - any proposed Reimbursable Expenses; and
 - the proposed timing for delivery of the Services.
- 1.3 Following receipt of a Fee Proposal, the Client must accept the Fee Proposal and these accompanying Terms of Business prior to Veris carrying out any of the Services. The Fee Proposal and these accompanying Terms of Business may be accepted by the Client executing the Fee Proposal, or upon the Client instructing Veris (whether orally or in writing or by other means) to commence the provision of Services or the Client continuing to use the Services after having previously been provided with a copy of the Fee Proposal and these Terms of Business.
- 1.4 Once accepted by the Client, a Fee Proposal may only be varied or cancelled with the written consent of Veris. A Fee Proposal and these accompanying Terms of Business will remain in force even though the Client may enter into a further agreement or agreements with Veris. To the extent that these Terms of Business conflict with any such subsequent agreement which is written and signed by Veris, the terms of such subsequent agreement shall prevail.
- 1.5 Veris may cancel all or part of a Fee Proposal at any time by giving the Client written notice and repaying or crediting to the Client any deposit or other moneys paid by the Client in connection with the cancelled portion of the Fee Proposal.
- 1.6 Unless otherwise agreed in writing by Veris, the parties agree that these Terms of Business will apply to all Services provided to the Client by Veris, and any terms and conditions contained in or relating to any other documents provided in connection with the Services, including any of the Client's documents, do not operate to vary, limit, restrict or otherwise derogate from these Terms of Business. These Terms of Business apply instead of, and take priority over, any such terms, conditions or documents.

2 Providing the Services

- 2.1 Upon acceptance of the Fee Proposal and accompanying Terms of Business, the Client engages Veris, and Veris agrees, to provide the Services in accordance with the Agreement in consideration of the payment of the Fees and Reimbursable Expenses by the Client to Veris.
- 2.2 Veris will exercise reasonable care, skill and diligence in providing the Services.
- 2.3 The timing quoted for the Services commences when Veris receives all information required to complete the Services including confirmation of acceptance of the Fee Proposal and Terms of Business.
- 2.4 Quoted dates are estimates only and Veris will use all reasonable endeavours to meet quoted dates, but will in no event be liable to the client for delay in performance of the Services however caused. Delay shall not constitute a breach of contract and any delay by Veris does not relieve the Client from accepting or paying for the Services. For the avoidance of doubt, time is not of the essence in the Agreement.
- 2.5 The Client will provide correct and accurate documents and directions in connection with the Services and, unless otherwise agreed, Veris will rely on and treat the documentation and directions provided by the Client as accurate and correct. Veris will not be liable for any error or omission in the Services where it has relied on a document provided by the Client.
- 2.6 Some products provided by Veris in connection with the Services may contain limitation of use or disclaimer statements and it is the Client's responsibility to review and comply with such statements.
- 2.7 The Client agrees to grant to Veris access to any relevant site in connection with the Project where access is necessary to perform obligations under the Agreement.
- 2.8 The Client agrees that it has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or services provided by Veris (or anyone on its behalf) in respect of the Services, other than those that are expressly contained in the Agreement.

- 2.9 If the Consultant considers it appropriate to do so, he may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist the Consultant in specialist areas. The Client accepts responsibility for the payment all monies payable to such consultant.

3 Change in Scope or Timing of Services

- 3.1 If Veris or the Client becomes aware of any matter which will change or has changed the scope or timing of the Services then they will as soon as practicable give notice to the other party of the matter and as far as practicable, details of the change.

4 Insurance

- 4.1 Veris and the Client must each have insurance cover for any loss or damage in adequate amounts and for the risks each bears under this Agreement as required by statute or otherwise as is reasonable in the circumstances.
- 4.2 The Client must maintain a policy of public liability insurance for not less than \$10,000,000.00 each claim in relation to personal injury and/or property damage arising directly or indirectly out of the acts or omissions of the Client in any way connected or associated with provision of the services by the Consultant with this Agreement.

5 Fees and Payment for Services

- 5.1 On and from the date of acceptance of the Fee Proposal and accompanying Terms of Business, the Client agrees to pay to Veris the amount of the Fee, together with any applicable GST.
- 5.2 The Client also agree to pay any stamp duty, GST, taxes, levies, tolls, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this Agreement or the provision of the Services to the Client.
- 5.3 In addition to the amounts referred to in clause 5.1, the Client must reimburse Veris for all Reimbursable Expenses incurred in the provision of the Services on a cost plus 15% basis.
- 5.4 Veris shall invoice the Client for the Fee and any Reimbursable Expenses on a monthly basis and at completion of the Services.
- 5.5 If the Client wishes to amend the Services contained in a Fee Proposal, it must send a notice to Veris and the Client and Veris must agree in writing the scope of the amended Services and any additional Fee payable to Veris prior to Veris commencing the amended Services.
- 5.6 If the Client wishes to suspend the Services contained in a Fee Proposal for a period of time, it must give Veris 14 days prior written notice and the Client and Veris must agree the additional fee payable to Veris in connection with the suspension within the 14 days period, failing which the Agreement will automatically terminate at the expiry of the 14 day period.
- 5.7 Unless otherwise stated in the Fee Proposal, Veris' invoices will be payable within 30 days of the date of issue.
- 5.8 If the Client has any outstanding amounts payable to Veris then Veris is entitled to:
- charge interest to the Client at the rate of 12% per annum on overdue amounts from the due date of payment; and
 - terminate the Agreement or suspend the provision of the Services and any other services being provided by Veris to the Client on all projects,
- until the date of payment in full of all overdue amounts.
- 5.9 If the Client disputes any part of an invoice, the Client must pay the undisputed portion in full and notify Veris in writing within 14 days of the reasons for disputing the remaining portion.
- 5.10 In the event that any part of a disputed amount is subsequently determined to be due, the Client must pay the amount withheld, and the Client may be required to pay interest in accordance with clause 5.8(a) at the discretion of Veris.
- 5.11 If the performance of the Services is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, then Veris may require the Client to pay Veris for all reasonable costs and expenses incurred by Veris as a result of the delay.
- 5.12 If the performance of all or any part of the Services is prevented by a Network Security Event or a System Interruption Event:
- Veris will promptly give the Client notice in writing of that event and its anticipated effect on the Services;

- (b) the performance of the affected Services will be suspended from the date of that event until the impact of that event has ended and Veris is reasonably able to resume the performance of the affected Services; and
 - (c) Veris will resume the performance of the affected Services promptly after the impact of that event has ended.
- 5.13 In determining the Fees and Reimbursable Expenses, the Client shall pay any Goods and Services Tax that may be payable in the respect of the provision of the Services.

6. Scope of Liability

- 6.1 The maximum liability of Veris arising out of the performance or non-performance of the Services shall be an amount equal to the value of the Services already performed and paid for as at the date the liability arose.
- 6.2 Veris will not be liable for indirect and consequential loss or damage, including for loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs, loss of business (including loss or reduction of good will) and damage to reputation, regardless of whether any or all of these things are considered to be indirect or consequential losses or damage in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to the Services.
- 6.3 Veris shall not be liable to the Client for:
- (a) the acts or omissions of other contractors or consultants engaged by the Client (including those engaged by Veris as the agent for the Client);
 - (b) any alterations or additions to the Services made without the express approval of Veris;
 - (c) the accuracy of the cost and time estimates;
 - (d) any Loss arising out of or in connection with any Network Security Event or System Interruption Event; or
 - (e) any Loss to the extent that such Loss was caused or contributed to by the Client or its employees, agents, consultants or contractors.
- 6.4 Veris shall not be liable to any third party for any claim whatsoever arising out of or in connection with the Services.
- 6.5 To the fullest extent permitted by law:
- (a) Veris gives no representation or warranty whatsoever as to the condition or quality of the Services or as to their suitability or fitness for their ordinary or any special use or purpose, and the description of the Services in the Fee Schedule will not import any representation, condition or warranty on the part of Veris;
 - (b) all statutory and implied conditions and warranties of Veris (except as to title where relevant) are excluded;
 - (c) it is the responsibility of the Client to satisfy itself as to the condition, quality, suitability and fitness for purpose of the Services;
 - (d) Veris gives no condition or warranty whatsoever in relation to the potential benefits to or the appropriateness or desirability of this Agreement and the transactions evidenced by it for the Client.
- 6.6 Nothing in the Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any applicable law which cannot lawfully be excluded or limited.
- 6.7 Where any applicable law implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to the Agreement and Veris is not able to exclude that guarantee, term, condition, warranty, undertaking, inducement or representation (**Non-Excludable Provision**) and Veris is able to limit the Client's remedy for a breach of the Non-Excludable Provision, then Veris' liability for breach of the Non-Excludable provision is limited to re-supply of the Services.
- 6.8 The Client indemnifies and agrees to keep Veris indemnified from and against all losses, damages, or claims sustained or suffered by Veris, or recovered or made against Veris arising out of the actions, inactions or default under these Terms of Business by the Client, its agents, employees or contractors.

7. Confidential Information

- 7.1 Subject to clause 7.2, the Client must not disclose or allow to be disclosed to any person, and information regarding each other or the Project without the prior written consent Veris.
- 7.2 A party may disclose the other party's information to those of its employees, contractors or agents who need to know such information for the purpose for which it was supplied, provided that:

- (a) it informs such employees, contractors or agents of the confidential nature of the information before disclosure; and
- (b) at all times, it is responsible for such employees', contractors' and agents' compliance with the confidentiality obligations set out in this clause 7.

- 7.3 Subject to clause 7.4, Veris and the Client must only use information of each other for the purpose for which it was disclosed.
- 7.4 A party may disclose information to the extent such information is required to be disclosed by law, by any governmental or other regulatory authority (including a recognised securities exchange) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 7.5 Veris shall be entitled to retain a copy of all documents related to the Services and the Project for its records, subject to its continuing obligations under this clause.
- 7.6 In consideration for the Consultant entering into this Agreement and instructing its professional staff to supply services to the Client:

- a) The Client covenants that it shall not, within twelve (12) months of the date of the completion of the project, employ, or engage the services of, any member of the Consultant's professional staff who have provided to the Client any services required by this Agreement.
- b) In the event that the Client breaches the covenant in sub-clause (a) of this clause, the Client must within twenty one (21) days of such breach, pay to the Consultant the sum of One Hundred Thousand Dollars (\$100,000.00) by way of liquidated damages.
- c) The consultant and the Client agree that should the Client breach the covenant in sub-clause (a) the Consultant shall suffer a significant loss of goodwill of its business and a reduction in its ability to generate income and the parties agree that the sum of \$100,000.00 is a reasonable valuation of the loss that the Consultant shall suffer.

8. Public Announcements

- 8.1 Except as required by any law or regulatory requirement or as otherwise permitted by the Agreement, the Client will not make any public announcement about the Agreement except with the express consent of Veris.

9. Copyright and Use of Documents

- 9.1 Copyright and the intellectual property in all drawings, records, processes, products and other documents produced by Veris shall remain property of Veris.
- 9.2 Subject to clause 9.3, provided the Client pays Veris in full for the Fee and any Reimbursable Expenses, the Client shall have a revocable, royalty free license to use the documents referred to in clause 9.1 for the purpose of completing the Project, until completion of the Project, but the Client shall not use, or make copies of, such documents in connection with any work not included in the Project.
- 9.3 If the Client is in breach of any obligation to make payment to the Consultant, the Consultant may revoke the licence referred to in Clause 9.2, and the Client shall then cause to be returned to the Consultant all documents referred to in Clause 9.1, and all copies thereof.

10. Independent Contractor

- 10.1 The parties acknowledge and agree that Veris renders the Services to the Client as an independent contractor and nothing in the Agreement creates any contract or relationship of employment, partnership, joint venture, association or trust between the parties. Neither Veris nor any of its employees or agents, may be regarded as an employee, agent or partner of the Client.

11. Duration of Agreement

- 11.1 The Client may by notice in writing to Veris terminate the Agreement if:
- (a) Veris is in breach of the terms of the Agreement and the breach has not been remedied within 30 days (or longer period as the Client may allow) of the notice requiring the breach to be remedied; or
 - (b) the Client gives written notice of at least 30 days.

11.2 Veris may by notice in writing to the Client suspend the provision of the Services or terminate the agreement if:

- (a) the Client is in breach of any other obligations under the Agreement and the breach has not been remedied within 14 days (or longer period as Veris may allow) of the notice requiring the breach to be remedied;
- (b) Veris gives written notice of at least 14 days; or
- (c) the Client (or the Client's parent company) becomes insolvent or appears to be unable to pay its debts.

11.3 If the Agreement is terminated for any reason other than a breach of the Agreement by Veris then the Client shall pay Veris for the services carried out prior to the date of termination and all other costs and expenses incurred by Veris as a result or in consequence of the termination.

12. Assignment

12.1 Veris may assign or subcontract any part of the Services without the prior written approval of the Client, save that it may not assign or subcontract the whole of the Services without the prior written approval of the Client (such approval not to be unreasonably withheld or delayed).

12.2 The Client is not permitted to assign any part of the Agreement or any payment, right, benefit or interest under the Agreement without the prior written consent of Veris (such approval not to be unreasonably withheld or delayed).

13. Dispute Resolution

13.1 If a dispute arises, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to reach a reasonable and equitable resolution of the dispute.

13.2 If a dispute arises, the dispute must be referred to a senior representative of each party by written notice giving full particulars of the nature and extent of the dispute.

13.3 If the dispute is not resolved within 10 days of a referral in accordance with clause 13.2, either party may commence legal proceedings.

13.4 Unless otherwise agreed in writing by the parties, neither party may commence legal proceedings unless the parties have undertaken the processes set out in clauses 13.1 and 13.2 and those processes have failed to resolve the dispute or one of the parties has attempted to follow these processes and the other party has failed to participate, provided that nothing in this clause will prevent either party from:

- (a) applying to a court of competent jurisdiction to seek urgent relief; or
- (b) initiating any legal process immediately prior to the end of any statutory limitation period specified by any relevant law.

13.5 Despite the existence of a dispute, the parties must continue to perform their respective obligations under the Agreement.

14. General Matters

14.1 Unless the context otherwise requires:

“**Agreement**” means the agreement between the Client and Veris in connection with the Services, which includes the Fee Proposal, these Terms of Business and any other documents referred to within these Terms of Business;

“**Client**” means the entity identified in the Fee Proposal or otherwise an entity in receipt of these Terms of Business for whom Veris performs Services;

“**Fee**” means the amount or hourly rates specified in a Fee Proposal or where no amount is specified, the amount calculated pursuant to Veris standard hourly rates current at the time of the provision of the Service;

“**Fee Proposal**” means the document prepared by Veris pursuant to clause 1 of these Terms of Business;

“**Loss**” means any loss, damage, expense, liability or claim;

“**Network Security Event**” means any negligent or inadvertent transmission of any malware, or any negligent or inadvertent failure to secure Veris' data, computer systems or network infrastructure that results in unauthorised access to such data, system or network;

“**Project**” means the project specified in the Fee Proposal but if not specified, the project in respect of which the Client has engaged Veris to provide the Services;

“**Reimbursable Expense**” means all reimbursable expenses specified in the Fee Proposal and, if not specified, all costs and expenses (in addition to the Fee) that are incurred by Veris in the performance of the Services;

“**Services**” means the services specified in the Fee Proposal that are to be performed by Veris and such other services as Veris agrees to perform for the Client from time to time;

“**System Interruption Event**” means any unauthorised or fraudulent access to or damage to, any outage, interruption or degradation of, or any cyber attack on, any of Veris' data, computer systems or network infrastructure; and

“**Veris**” means Veris Australia Pty Ltd (ACN 615 735 727).

14.2 If a clause is void, illegal or unenforceable, it may be severed without affecting the validity, legality or enforceability of the other provisions in these Terms of Business.

14.3 The failure of either party at any time to require performance by the other party of any provision of the Agreement does not affect the party's right to require the performance at any time and the waiver by either party of a breach of any provision may not be held to be a waiver of any later breach of the provision or a waiver of the provision itself.

14.4 Each party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance to its obligations under, the Agreement.

14.5 The Agreement shall be governed by the laws of Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

14.6 This Agreement may only be varied, supplemented or replaced by an agreement in writing duly executed by the parties and on similar terms and conditions contained in this Agreement or on acceptable terms and conditions to Veris.