**PRIVATE & CONFIDENTIAL**

TEL: +65 6817 8204

FAX: +65 6817 8205

EMAIL: info@gls.global

37 Beach Road, #02-01, Singapore 189679

www.gls.global

**CONSULTANCY SERVICES AGREEMENT**

**Table of Contents**

PART A | DEFINITIONS AND INTERPRETATION 5

1. DEFINITIONS 5

2. INTERPRETATION 5

PART B | TERM & PRECEDENCE 6

3. AUTOMATIC RENEWAL 6

4. PRECEDENCE 6

PART C | CONSULTANCY SERVICES 6

5. CONSULTANCY SERVICES 6

6. RELIANCE 6

PART D | DELAY 7

7. DUTY TO INFORM 7

PART E | PAYMENT, INVOICES AND TAXES 7

8. PAYMENT 7

9. INVOICES 7

10. DISPUTED INVOICES 8

11. OTHER PAYMENTS 8

12. TAXES 8

PART F | SITES 8

13. SITE ACCESS 8

PART G | PERFORMANCE ASSURANCES 9

14. SERVICE LEVELS 9

15. WARRANTIES & REPRESENTATIONS 9

PART H | KEY CONSULTANT RIGHTS 10

16. THIRD PARTY CO-OPERATION 10

PART I | KEY CUSTOMER RIGHTS 10

17. AUDIT 10

18. CUMULATIVE RIGHTS 11

PART J | INDEMNITIES 11

19. INDEMNIFIED MATTERS 11

PART K | LIABILITY 12

20. UNLIMITED LIABILITY 12

21. LIMITED LIABILITY 12

22. PHYSICAL DAMAGE 12

PART L | INSURANCE MATTERS 12

23. INSURANCE 12

PART M | TERMINATION AND FORCE MAJEURE SCENARIOS 13

24. MUTUAL TERMINATION RIGHTS 13

25. CUSTOMER SPECIFIC TERMINATION RIGHTS 13

26. CONSEQUENCES OF TERMINATION 13

27. FORCE MAJEURE 14

PART N | INTELLECTUAL PROPERTY RIGHTS 15

28. EXISTING IPR 15

29. NEW IPR 16

30. IPR INDEMNITY 16

PART O | DISPUTES 16

31. DISPUTES 16

PART P | PRIVACY 17

32. CONFIDENTIALITY 17

33. NO ANNOUNCEMENTS, STATEMENTS OR PUBLICITY 18

34. DATA PROTECTION 18

PART Q | CONTRACT MANAGEMENT 18

35. CO-OPERATION 18

36. AUTHORISED REPRESENTATIVES 19

PART R | CORPORATE CONDUCT MATTERS 19

37. ANTI-BRIBERY & CORRUPTION 19

38. REPUTATION 20

PART S | AGREEMENT, ASSIGNMENT, SUBCONTRACTING AND WAIVER 20

39. ENTIRE AGREEMENT AND COUNTERPARTS 20

40. ASSIGNMENT AND NOVATION 20

41. SUBCONTRACTING 20

42. WAIVERS 20

43. SEVERABILITY AND ILLEGALITY 21

PART T | NATURE AND NON-EXCLUSIVITY OF DEALING 21

44. RELATIONSHIP 21

45. NON-EXCLUSIVITY 21

46. THIRD PARTY RIGHTS 21

PART U | CONTRACT ADMINISTRATION 21

47. NOTICES 21

48. VARIATION 22

49. LANGUAGE 22

PART V | GOVERNING LAW 22

50. GOVERNING LAW AND JURISDICTION 22

SCHEDULE 1 | DEFINITIONS 24

SCHEDULE 2 | PAYMENT TERMS 29

SCHEDULE 3 | CONSULTANCY SERVICES 32

SCHEDULE 4 | SERVICE LEVELS 34

SCHEDULE 5 | INSURANCE 35

SCHEDULE 6 | CUSTOMER POLICIES 37

SCHEDULE 7 | NOTICES 38

**THIS AGREEMENT** is made on this [●] day of the month of [●] 20[●]:

**BETWEEN**

**(1) [●]**,a company incorporated in [●] and having its principal place of business at [●](“**Customer**”); and

**(2) [●]**,a company incorporated in [●] and having its principal place of business at [●] (“**Consultant**”)

(collectively, the “**Parties**” and each, a “**Party**”).

**RECITALS**

1. The Customer is a [●] and wishes to purchase the Consultancy Services in connection with its business.
2. The Consultant is a provider of the Consultancy Services that are contemplated under this Agreement.
3. The Customer wishes to purchase, and the Consultant has agreed to perform, the Consultancy Services subject to and in accordance with this Agreement.

**IT IS HEREBY AGREED as follows:**

# PART A | DEFINITIONS AND INTERPRETATION

## DEFINITIONS

### The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions)**.

## INTERPRETATION

### In this Agreement, the following rules of interpretation shall apply:

#### references to schedules and annexures are (unless otherwise provided) references to the schedules and annexures of this Agreement;

#### a reference to a numbered clause or paragraph is a reference to the clause or paragraph of this Agreement;

#### references to a “day”, “month” or “year” are references to a “day”, “month” or “year” of the Gregorian calendar;

#### a reference to “including” and its other grammatical forms shall be construed without limitation;

#### a reference to any Party shall include that Party's personal representatives, successors and permitted assigns;

#### unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and

#### headings in this Agreement are for convenience only and do not affect the construction or interpretation of this Agreement.

# PART B | TERM & PRECEDENCE

## AUTOMATIC RENEWAL

* 1. This Agreement shall commence on the Agreement Date and, unless terminated earlier in accordance with Clauses 24 or 25, shall remain in full force and effect for the Term.
	2. Subject to Clause 3.1, at the end of the Initial Term, or the then current Extended Term, as applicable, this Agreement shall automatically extend for an Extended Term.

## PRECEDENCE

### If there is any conflict, ambiguity or inconsistency between any parts of this Agreement, then the following order of precedence shall apply:

#### the terms and conditions of this Agreement; and

#### the Schedules.

# PART C | CONSULTANCY SERVICES

## CONSULTANCY SERVICES

### In consideration of the Charges, the Consultant shall do all things necessary so that the Consultancy Services are performed in accordance with, and fully meet and comply with:

#### the Professional Standards;

#### the Service Levels (if any);

#### Good Industry Practice;

#### all Applicable Law;

#### the Customer Policies; and

#### the terms of this Agreement.

### The Consultancy Services shall fully conform to the requirements of this Agreement including as set out in **Schedule 3 (Consultancy Services)**.

## RELIANCE

### The Consultant acknowledges and agrees that:

#### in entering into this Agreement, the Customer is relying on the Consultant’s particular skill, care, experience and expertise as a provider of the Consultancy Services; and

#### any advice provided by the Consultant under or in connection with this Agreement is for the benefit of, and may be relied on, by the Customer and its Affiliates.

# PART D | DELAY

## DUTY TO INFORM

### If for any reason the Consultant believes that it may be unable to perform any of its obligations under this Agreement, it shall immediately notify the Customer and provide any and all details required by the Customer.

### The giving of notice by the Consultant under Clause 7.1 shall not entitle the Consultant to any relief whatsoever from the performance of its obligations under this Agreement.

# PART E | PAYMENT, INVOICES AND TAXES

## PAYMENT

### Subject to the Consultant’s performance of its obligations in accordance with this Agreement, the Consultant may issue an Invoice to the Customer.

### Each Party shall be responsible for paying its own bank charges.

## INVOICES

### The Consultant shall invoice the Customer in accordance with the Paragraph 2.2 of **Schedule 2 (Payment Terms)**, or if no schedule has been agreed then, within 60 calendar days of the proper performance of the relevant Consultancy Services.

### The Consultant acknowledges and agrees that, notwithstanding any other provision of this Agreement, the Customer shall only pay Invoices that:

#### contain the information required by the Customer including the period covered by the Invoice;

#### are in the manner prescribed by the Customer, and addressed to the Customer’s accounts payable department at the address specified in **Schedule 2 (Payment Terms)**;

#### accurately detail the Charges to allow the Customer to verify the calculation and the accuracy of the Charges;

#### set out the Consultant’s VAT/tax code or equivalent (where appropriate), together with any VAT (or equivalent) payable as a separate line item and subject to a separate tax invoice;

#### include the Consultant’s full and correct banking details;

#### provide the name of the Customer’s designated contact person;

#### are accompanied, where applicable, by relevant supporting Documentation;

#### are provided in electronic copy, failing which in hard copy; and

#### fully comply with the requirements of this Agreement.

### An Invoice (if correct and approved) shall be payable by the Customer within a period of 60 calendar days from receipt.

## DISPUTED INVOICES

### The Customer will notify the Consultant within 60 calendar days of the receipt of an Invoice if the Customer:

#### disputes (in good faith) any part of or all of the Charges stated in the Invoice; and/or

#### considers such Invoice to be incorrect or incorrectly issued for any reason.

### The Customer shall not be required to pay any disputed amount or invoice until the Dispute has been resolved and the Parties agree that the amount is valid and properly due to the Consultant.

### Where the Consultant agrees with the Customer in connection with the disputed Invoice, it shall promptly issue a credit note for the disputed portion or if the whole Invoice is disputed, it shall cancel it and re-issue a correct Invoice.

## OTHER PAYMENTS

### Any monies owed by the Consultant to the Customer, including those owed pursuant to any indemnity given under this Agreement, shall be payable on demand.

## TAXES

### All amounts specified in this Agreement shall be inclusive of all Taxes including VAT.

### The Consultant shall give all notices and pay all Taxes (including Withholding Tax), duties and fees that are required of it by Applicable Laws in connection with its performance of the Consultancy Services.

### The Consultant shall indemnify the Customer in connection with any Claim it receives in connection with the Consultant’s failure to perform its obligations under this Clause 12.

# PART F | SITES

## SITE ACCESS

### Subject to Clause 13.2, the Customer shall provide the Consultant with such access to Sites as may be reasonably requested and required to facilitate the full performance of the Consultant’s obligations in this Agreement.

### The Consultant acknowledges and agrees that its access (and access of its Personnel) to a Site shall always be strictly subject to, and conditional upon, the following:

#### reasonable access being solely for the purpose of providing the Consultancy Services;

#### access occurring only during Business Hours at the Site, unless otherwise agreed;

#### access being subject to, and consistent with, all applicable Customer Policies;

#### the provision of reasonable prior notice by the Consultant of an intended visit to a Site in accordance with all applicable Customer Policies dealing with Site access;

#### the Consultant’s Personnel properly identifying themselves prior to seeking access to the relevant Site;

#### the Consultant taking all reasonable measures so as to ensure that any of its Personnel accessing a Site do not jeopardise or interfere with the health and safety of any other Person at the Site; and

#### the Consultant and its Personnel acknowledging and agreeing that entry onto a Site is entirely at their own risk.

### If the Consultant or its Personnel fails to comply with any of the requirements of this Agreement, then the Customer may in its sole discretion and at the Consultant’s cost and expense:

#### deny that Person access to the Site; and/or

#### subject further access to such additional conditions as the Customer deems appropriate.

### The Consultant acknowledges and agrees that any breach of its obligations under this Clause 13 shall be a Material Breach and shall indemnify the Customer for any related Loss or Claim.

### The Consultant acknowledges and agrees that it shall not be entitled to any form of relief for its failure to perform its obligations under this Agreement, which arises as a result of any actions that the Customer has taken pursuant to Clause 13.3.

# PART G | PERFORMANCE ASSURANCES

## SERVICE LEVELS

### The Consultant shall do all such things as are necessary to ensure that the Consultancy Services are provided so as to meet or exceed the relevant Service Levels as are set out in **Schedule 4 (Service Levels)**, if any.

## WARRANTIES & REPRESENTATIONS

### Each Party warrants and represents to the other Party that:

#### it is duly incorporated and has the legal capacity to enter into this Agreement;

#### it has not engaged any agent, intermediary or go between for the purpose of concluding this Agreement; and

#### it shall obtain and maintain in force, and shall at all times comply with, all necessary Approvals as required under this Agreement and under Applicable Law.

### The Consultant warrants and represents to the Customer that:

#### this Agreement shall constitute valid and binding obligations on the Consultant;

#### all information and Documentation supplied by the Consultant is true and accurate and the Customer may rely on the same without need for further verification;

#### no conflict of interest exists or is anticipated;

#### it will comply with Applicable Law;

#### no Insolvency Event in respect to the Consultant exists or is anticipated; and

#### it has procured sufficient insurance to cover its liabilities under this Agreement.

### The Consultant further warrants and represents to the Customer that:

#### the Consultancy Services shall be performed in accordance with Good Industry Practice;

#### the Consultancy Services shall at all times be rendered by appropriately experienced, qualified and trained Personnel with all due skill, care and diligence;

#### the Consultancy Services shall meet or exceed the Service Levels;

#### it has adequate Personnel and resources to fulfil its obligations under the Agreement;

#### the Consultancy Services shall conform to the Professional Standards;

#### the Customer’s receipt (including that of its Affiliates) of the Consultancy Services (including the Service Outcomes) shall not breach any Third Party IPR;

#### it has full legal, beneficial and unencumbered title to any items comprising the Service Outcomes, including Documentation and other media, and the same shall pass to the Customer upon delivery;

#### the Customer’s receipt of the Consultancy Services shall at no time during the Term result in the Customer breaching any Applicable Law; and

#### the performance of its obligations under this Agreement by a Subcontractor shall not invalidate any warranty given by it under this Agreement.

# PART H | KEY CONSULTANT RIGHTS

## THIRD PARTY CO-OPERATION

### The Customer acknowledges and agrees that the performance by the Consultant of its obligations under this Agreement may require interaction and co-operation with Third Parties.

### For the purposes of Clause 16.1, the Customer shall at all times during the Term, procure that Third Parties as may reasonably be required by the Consultant fully co-operate with the Consultant.

### Notwithstanding any other provision of this Agreement, the Consultant shall not be liable to the Customer for any delay or non-performance of its obligations under this Agreement arising as a result of any Third Party referred to in Clause 16.2 failing to fully co-operate with the Consultant.

# PART I | KEY CUSTOMER RIGHTS

## AUDIT

### During the Term the Customer may, at its own cost, Audit or inspect the performance of the Consultant’s obligations under this Agreement in accordance with this Clause 17 upon giving [10] Business Days’ notice to the Consultant.

### The Consultant shall maintain a complete audit trail of all financial and non-financial transactions relating to the performance of its obligations under or in connection with this Agreement.

### The Consultant shall keep such Audit Items as are necessary to comply with its obligations under this Clause 17, Applicable Law and any reasonable written requests made by the Customer and its Auditors.

### The Consultant shall fully co-operate with the Customer and its Auditors and promptly provide such Auditors with reasonable access to the Audit Items.

### Where the Audit shows that the Consultant has not performed its obligations under this Agreement then the Consultant shall:

#### pay the Customer’s reasonable Audit costs and expenses and the Customer may treat them as a Deduction; and

#### promptly (and in any event within not more than 15 Business Days) rectify the breaches identified by the Audit, failing which the Consultant shall be deemed to be in Material Breach.

### The Customer shall be entitled to exercise its Audit rights under this Clause 17 [twice] each year, provided however that any Audit revealing non-compliance by the Consultant of its obligations under this Agreement shall not be counted against this entitlement.

## CUMULATIVE RIGHTS

### Unless otherwise stated, the rights and remedies of a Party under this Agreement are cumulative and do not exclude any other right or remedy provided under Applicable Law.

# PART J | INDEMNITIES

## INDEMNIFIED MATTERS

### Subject to Clause 19.2**,** the Consultant shall fully indemnify the Customer from and against any and all Losses of whatever nature suffered, sustained or incurred, arising out of or in connection with:

#### any negligent act, or omission, or wilful misconduct by the Consultant or its Personnel in connection with this Agreement;

#### any Claim made against the Customer by any Personnel of the Consultant in respect of any Workplace Matters;

#### any and all physical loss or damage caused by the Consultant’s Personnel to any property belonging to the Customer or its Affiliates whether or not at any Site;

#### any act or omission of the Consultant’s Subcontractor;

#### any death, personal injury, physical loss or damage sustained by the Personnel of the Consultant or its Subcontractor;

#### any Claim brought by a Third Party for a breach of that Third Party’s IPR as a result of the Consultant’s performance under or in connection with this Agreement; or

#### a breach by the Consultant of Clauses 32, 34 or 37.

### For the purposes of Clause 19.1, the Customer shall be deemed to include its Affiliates, Personnel, directors, shareholders and officers.

### Each indemnity in this Agreement is a continuing obligation separate and independent from the Consultant’s other obligations and survives termination of this Agreement.

### The Consultant shall not be liable under this Clause 19to the extent that the Claim and/or Loss occurred wholly and directly as a result of the Customer’s gross negligence, misconduct or fraudulent conduct.

### This Clause 19shall survive the expiry or earlier termination of this Agreement.

# PART K | LIABILITY

## UNLIMITED LIABILITY

### Nothing in this Agreement shall exclude or limit either Party’s liability to the other in connection with:

#### death or personal injury caused by negligence or wilful or reckless misconduct of that Party;

#### any fraud or fraudulent misrepresentation of that Party;

#### any gross negligence or wilful misconduct of that Party;

#### any liability which cannot be lawfully excluded by that Party;

#### in the case of the Consultant, a breach of Clauses 32, 34 or 37; and/or

#### any liability arising under Clause 19.

## LIMITED LIABILITY

### Subject to Clause 20.1, the Consultant’s total liability for Loss under this Agreement shall be limited to [30%] of the total Charges paid and payable under this Agreement.

### The Consultant acknowledges and agrees that any payments made by it under Clauses [●] or [●] shall not count towards the liability cap in Clause 21.1.

### Subject to Clause 20.1, neither Party shall be liable for Indirect Loss under this Agreement.

## PHYSICAL DAMAGE

### The Consultant accepts liability for damage or loss to the Customer’s physical property and/or equipment caused by it or its Personnel at any Site.

### Any damage or loss claimed by the Customer in connection with damage caused by the Consultant to its physical property and/or equipment shall be calculated on a ‘replace as new’ basis.

### The Consultant shall be solely responsible and liable for any death, personal injury, loss or damage sustained by the Consultant or its Personnel, of any nature whatsoever, in performing its obligations under this Agreement.

# PART L | INSURANCE MATTERS

## INSURANCE

### The Consultant shall at all times during the Term insure and keep itself insured with a reputable insurer that is acceptable to the Customer, against all insurable liabilities under or in connection with this Agreement.

### Without prejudice to Clause 23.1, the Consultant shall comply with its insurance-related obligations as set out in **Schedule 5 (Insurance)**.

# PART M | TERMINATION AND FORCE MAJEURE SCENARIOS

## MUTUAL TERMINATION RIGHTS

### Either Party may serve a Termination Notice to terminate this Agreement with immediate effect if the other Party:

#### commits a Material Breach;

#### experiences, or is reasonably likely to experience, an Insolvency Event; or

#### is prevented from performing its obligations as a result of a Force Majeure Event to which Clause 27.4 applies.

## CUSTOMER SPECIFIC TERMINATION RIGHTS

### The Customer may terminate this Agreement at any time and without cause by issuing a Termination Notice to the Consultant giving not less than [●] calendar days’ notice of such termination.

### The Customer may issue a Termination Notice to the Consultant terminating the whole or part of this Agreement at its sole discretion with immediate effect if:

#### a change in Control of the Consultant occurs;

#### the Consultant has failed to obtain and/or maintain any Approval(s);

#### the Customer reasonably apprehends that any of the events mentioned above in Clauses 25.2.1 and 25.2.2 are about to occur in relation to the Consultant;

#### the Consultant has breached any applicable Customer Policies; or

#### the Consultant has failed to maintain all necessary insurance policies.

## CONSEQUENCES OF TERMINATION

### Upon receipt of a Termination Notice, the Parties shall promptly (and in any event, within any time frame set out in the Termination Notice):

#### return all Confidential Information to the Party that disclosed it, or destroy such Confidential Information and provide evidence of destruction where requested;

#### in the case of the Consultant, take all possible action at its own cost and expense to ensure the safety of all Personnel and the protection of all equipment (including Documentation) still in its possession;

#### take all possible action at its own cost and expense to ensure the safety of all Personnel; and

#### cease performance of their obligations under this Agreement in accordance with, and to the extent specified in, the Termination Notice.

### Upon receipt of a Termination Notice for whatever reason, the Consultant shall promptly (and in any event, within any time frame set out in the Termination Notice):

#### provide the Customer with a detailed report in relation to the Consultancy Services performed up to and including the date of receipt of the Termination Notice;

#### return to the Customer any items or equipment issued to the Consultant by the Customer during the Term;

#### refund to the Customer (or the Customer may treat as a Deduction) any portion of the Charges that have been paid but where performance of the Consultancy Services has not occurred; and

#### take any other action relating to the termination of this Agreement as the Customer may reasonably require.

### Where requested, the Consultant shall render such assistance as the Customer may reasonably require to effect transition of the Consultancy Services to another provider, subject to the Charges.

### Notwithstanding any other provision of this Agreement, where the Customer terminates this Agreement under:

#### Clause 25.1, then it shall pay to the Consultant all outstanding amounts for Consultancy Services in accordance with this Agreement up to and including the termination date; or

#### Clause 24.1 or Clause 25.2, then it shall have no further liability to the Consultant whatsoever.

### The termination or expiry of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued under this Agreement or Applicable Law up to the date of termination or expiry thereof.

### The provisions of Clauses 12, 19, 20, 21, 22, 26, 28, 29, 30, 31, 32, 34, 35, 36, 37, 39, 42, 43, 46, 47, 49, 50 and [●] shall survive the termination and/or expiry of this Agreement.

### Clause 26.6 does not limit the survivability of other provisions, which by their nature, are likewise intended to survive the termination and/or expiry of this Agreement.

## FORCE MAJEURE

### Subject always to its compliance with Clause 27.2, no Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising as a direct result of an evidenced Force Majeure Event.

### A Party impacted by a Force Majeure Event shall:

#### promptly notify the other Party as soon as reasonably practicable (and in any event within [3] calendar days) of the existence of the same and which of its obligations are impacted and to what extent;

#### inform the other Party of the measures it has taken or intends to take to mitigate the impact of the Force Majeure Event;

#### use reasonable efforts to mitigate the impact of the Force Majeure Event and promptly resume the performance of those obligations impacted as soon as reasonably practicable; and

#### produce any necessary Documentation that the non-affected Party might need to validate the existence of the Force Majeure Event.

### Without prejudice to any other obligation, when notice of a Force Majeure Event is given, the Parties shall initiate discussions in good faith with a view to adopting appropriate measures in light of the circumstances.

### Subject to compliance with Clause 27.2, where a Force Majeure Event lasts for more than [15] Business Days then the non-impacted party may terminate this Agreement at its election in accordance with Clause 24.1.

### If the Consultant claims a Force Majeure Event, the Customer may then (but is not obliged to) obtain from a Third Party such replacement of the Consultancy Services as the Customer requires and this Agreement shall be de-scoped accordingly.

### Neither Party shall claim a Force Majeure Event in the following circumstances:

#### labour strikes and/or disputes (and the like) involving a Party’s Personnel or that of its Subcontractors;

#### a shortage of or increased price of labour, materials or utilities, except in the event of a natural disaster, or outbreak of war, or other civil disturbance;

#### any delays, inefficiencies, late performance or similar occurrence of Subcontractors;

#### after the expiration of the relevant time stipulated for performance of the impacted obligation; or

#### for any actions or circumstances caused by a Party’s own fault or negligence.

### Each Party shall bear its own costs and expenses that it incurs as a result of the Force Majeure Event.

### A Force Majeure Event shall not excuse the Customer from any outstanding payment obligations under this Agreement unless such an event is the cause of non-payment.

# PART N | INTELLECTUAL PROPERTY RIGHTS

## EXISTING IPR

### Subject to Clause 28.2, the IPR owned by a Party prior to the Agreement Date and made available to the other Party under this Agreement shall remain the absolute property of the granting Party or their licensors as applicable.

### Clause 28.1 shall not apply where title to that IPR is intended to pass to the other Party or that other Party is to be granted a licence or right to use that IPR post termination of this Agreement.

### The Consultant acknowledges and agrees that ownership of all rights in and to the Customer’s IPR shall at all times remain vested in and belong to the Customer.

### The Consultant shall not use or permit the use of any IPR belonging to the Customer or any of its Affiliates for any purpose whatsoever, without the express prior written consent of the Customer.

### Unless otherwise agreed, the Consultant shall grant to the Customer a non-exclusive, perpetual royalty-free licence to use its IPR for the Term of this Agreement, to the extent required to receive the full benefit of this Agreement.

### Subject to Clauses 28.2 and 28.5, upon termination or expiry of this Agreement, each Party shall return to the other Party all materials made available to it by the other Party under this Agreement.

## NEW IPR

### Subject to Clause 29.2, all IPR created by a Party during the Term of this Agreement shall vest unconditionally and immediately upon its creation with that Party.

### The Customer may, from time to time, request the Consultant to create/develop New IPR as part of the Consultancy Services, in which case the Consultant:

#### acknowledges and agrees that all New IPR is created at the request, and for the benefit of the Customer (on a commissioned/work- for- hire basis), and that the Customer owns that IPR; and

#### shall do everything necessary or requested by the Customer to enable it to own the New IPR, including formally assigning/procuring the assignment of all rights in the New IPR.

## IPR INDEMNITY

### Subject to Clause 29.2, the Consultant shall fully indemnify the Customer (and its Affiliates) for any Claim brought by any Third Party for a breach or alleged breach or infringement of its IPR where such a Claim relates to:

#### the receipt and/or use by the Customer (or its Affiliates) of any Consultancy Services; or

#### the Customer asserting its full right to enjoy the use and/or exploitation of any New IPR; or

#### the performance by the Consultant of any of its obligations under this Agreement.

### Upon receipt of a Claim under Clause 30.1, the Consultant shall, where requested by the Customer, cause the breach and/or infringement to end by:

#### resupplying the infringing element so that the infringement ceases; and/or

#### obtaining for the Customer, at the Consultant’s expense, the right to continue to use the infringing element.

### If neither of the remedies prescribed in Clause 30.2 can be accomplished within a time period acceptable to the Customer, the Consultant shall reimburse the Customer all amounts paid in relation to the infringing element of the Consultancy Services.

### This Clause 30 shall be without prejudice to any other rights that the Customer has under this Agreement, Applicable Law or otherwise.

# PART O | DISPUTES

## DISPUTES

### This Clause 31 relates to all Disputes other than those pertaining to Invoices which shall be first dealt with in accordance with Clause 10.

### If a Dispute arises under this Agreement, a Party may give to the other Party a Dispute Notice requiring its resolution in accordance with this Clause 31.

### During a Dispute, the Parties shall:

#### continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties agree otherwise; and

#### act in good faith and in a fair and equitable manner with a view to resolving the Dispute without the requirement for formal proceedings.

### If the Dispute is not resolved within [10] Business Days after a Dispute Notice is given to the other Party, each Party must nominate 1 representative from its senior management to resolve the Dispute.

### If the Parties are unable to settle the Dispute within [20] Business Days of the Dispute Notice being issued, then Parties shall resolve the Dispute by referring the same to the courts under Clause 50.2.

# PART P | PRIVACY

## CONFIDENTIALITY

### During the Term and for [3] years afterwards, each Party shall keep the other Party’s Confidential Information strictly confidential.

### Each Party may only use the other Party’s Confidential Information strictly for the purposes of performing its obligations under this Agreement.

### Neither Party shall disclose Confidential Information to any Person other than an Authorised Recipient and even then, only on a strictly ‘need to know’ basis.

### Each Receiving Party shall procure that its Authorised Recipients (including its own Personnel) are aware of, and fully comply with, its obligations under this Clause 32 as if that Authorised Recipient were itself a Party.

### This Clause 32 does not apply to Confidential Information which:

#### is the subject of a Mandatory Disclosure;

#### is in or comes into the public domain other than by breach of this Agreement; or of any obligation of confidence owed under or in connection with this Agreement;

#### the Receiving Party can show it knew before disclosure;

#### was subsequently disclosed to the Receiving Party lawfully by a Third Party who did not acquire the information under an obligation of confidentiality; or

#### is independently developed by or for the Receiving Party at any time by Persons who have had no access to or knowledge of the said information.

### For the purpose of Clause 32.5.1, where a Receiving Party is required to make a Mandatory Disclosure, then that Party shall:

#### give the Disclosing Party as much notice of such disclosure as is reasonably practicable (provided Applicable Law permits the same); and

#### take into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure before it is made.

## NO ANNOUNCEMENTS, STATEMENTS OR PUBLICITY

### Subject to Clause 33.3, neither Party shall issue any press release or other public document about the entering into of this Agreement or its content without the prior written consent of the other Party.

### The Consultant shall not use or refer to the Customer's trade names or trademarks, for any purpose whatsoever, including as a commercial reference, without the Customer’s prior written consent.

### Clause 33.1 shall not apply to any announcement, public statement or circular issued by any Party required by Applicable Law (including by way of a Mandatory Disclosure).

## DATA PROTECTION

### In addition to its general obligations to comply with Applicable Law, the Consultant shall:

#### comply at all times with all applicable data protection and privacy legislation;

#### comply with the Customer’s internal data protection policies as are communicated to it;

#### process Personal Information strictly in accordance with the Customer’s Instructions;

#### utilise adequate organisational and technical measures so as to safeguard Personal Information from loss, destruction and/or unauthorised access; and

#### where required, enter into a data transfer agreement and/or data processor agreement (or equivalent) in the form required under Applicable Law.

### The Consultant acknowledges and agrees that:

#### the Customer may share any Personal Information that the Consultant provides to the Customer under this Agreement with Third Parties contracted to provide services to the Customer;

#### it shall indemnify the Customer against any loss or damage (of whatever nature) incurred by or awarded against the Customer relating to any breach of this Clause 34; and

#### its obligations under this Clause 34 shall survive the termination or expiry of this Agreement.

# PART Q | CONTRACT MANAGEMENT

## CO-OPERATION

### The Parties shall meet as regularly as the Customer may reasonably require to oversee the correct performance of this Agreement.

### The Customer shall provide reasonable assistance and support to the Consultant as may be reasonably requested in connection with this Agreement.

### Each Party shall, at the request and cost of the other Party, do or procure the doing of all such things as the other Party may reasonably require, to give that Party the full intended benefit of this Agreement.

## AUTHORISED REPRESENTATIVES

### For the purposes of this Agreement, each Party’s Authorised Representative (and their contact details) shall be as follows:

#### For the Consultant:

|  |  |
| --- | --- |
| Name: | [**●**] |
| Email Address: | [**●**] |
| Contact Number: | [**●**] |

#### For the Customer:

|  |  |
| --- | --- |
| Name: | [**●**] |
| Email Address: | [**●**] |
| Contact Number: | [**●**] |

### A change to each Party’s Authorised Representative may only be made where notice of the same is provided to the other Party, in accordance with Clause 47.

# PART R | CORPORATE CONDUCT MATTERS

## ANTI-BRIBERY & CORRUPTION

### The Consultant warrants and represents to the Customer that it shall at all times during the Term comply with the Customer’s ABC Policy as may be communicated to it and updated from time to time.

### The Consultant warrants and represents to the Customer that as at the Agreement Date and throughout the Term:

#### it is and shall remain knowledgeable about and will comply with all ABC Laws at all times, and will ensure that all of its Personnel are appropriately trained with respect to ABC Laws;

#### no payment nor any other advantage or favour that might give an improper advantage to the Customer’s business has been or shall be, directly or indirectly, offered, promised or provided to any Person including specifically a Public Official; and

#### none of its directors, officers or Personnel performing any of the obligations under this Agreement shall be a Public Official or have any close or personal association with any Public Official.

### The Consultant acknowledges and agrees that any breach of its obligations under this Clause 37 shall be a Material Breach.

### The Customer shall have a right to Audit the Consultant’s compliance with this Clause 37 in accordance with this Clause 37 and such right shall extend for 1 year post termination and/or expiry of this Agreement.

## REPUTATION

### The Consultant shall not (and shall procure that its Personnel shall not) do anything, or engage in any activity, which is likely to adversely affect, or damage, the Customer’s good name and/or reputation.

# PART S | AGREEMENT, ASSIGNMENT, SUBCONTRACTING AND WAIVER

## ENTIRE AGREEMENT AND COUNTERPARTS

### This Agreement constitutes the entire agreement of the Parties relating to the performance of the Consultancy Services, to the exclusion of all other terms and conditions, and any prior written or oral agreement between them.

### This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute a single instrument.

## ASSIGNMENT AND NOVATION

### The Consultant shall not assign, novate or otherwise transfer all or any of its rights, benefits or obligations under this Agreement without the Customer’s prior written consent.

### The Customer may assign, transfer or deal in any way with its rights under this Agreement including to an Affiliate or any Third Party.

### Where the Customer gives its approval for the purpose of Clause 40.1, the Consultant shall, unless otherwise agreed, remain jointly and severally liable with the relevant Third Party.

## SUBCONTRACTING

### The Consultant shall not subcontract the performance of any of its obligations under this Agreement without the Customer’s prior written consent.

### The Customer reserves the right to investigate the qualifications of any proposed Subcontractor before giving such approval under Clause 41.1 and the Consultant shall provide any such information that is reasonably requested.

### The performance of this Agreement (or any part thereof) by a Subcontractor shall not relieve the Consultant of any of its obligations in this Agreement and the Consultant shall remain strictly and primarily liable for the same.

### The Personnel of the Consultant or of its Subcontractors, agents, etc., working under the Agreement shall be the Consultant’s sole responsibility.

### Under no circumstance whatsoever shall any Personnel of the Consultant, its Subcontractors, agents, etc., be regarded or claimed as the Customer’s Personnel, employees or agents.

### The Consultant acknowledges and agrees that any breach of its obligations under this Clause 41 shall be a Material Breach.

## WAIVERS

### No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.

### Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

## SEVERABILITY AND ILLEGALITY

### If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction, the rest of this Agreement shall remain in full force and effect.

### Where Clause 43.1 applies, the Parties shall co-operate to promptly amend or replace the affected provision with a new provision that achieves a legal result that is as similar as possible.

# PART T | NATURE AND NON-EXCLUSIVITY OF DEALING

## RELATIONSHIP

### The Customer and the Consultant are and shall remain independent Parties, and neither Party shall have, or represent itself to have, any authority to bind the other Party or to act on its behalf.

### Nothing in this Agreement shall be construed to make either Party an agent, employee, franchisee, joint venturer or legal representative of the other Party.

## NON-EXCLUSIVITY

### The Consultant acknowledges and agrees that it is not being appointed as an exclusive Consultant of any Service or similar service that the Customer may require during the Term.

## THIRD PARTY RIGHTS

### Except where expressly provided, this Agreement does not create any rights that are enforceable by any Person who is not a Party to this Agreement.

# PART U | CONTRACT ADMINISTRATION

## NOTICES

### Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by:

#### hand to the Party due to receive it at the Party’s address;

#### email to the Party due to receive it at the Party’s email address; or

#### fax to the Party due to receive it at the Party’s fax number.

### The Parties acknowledge and agree that any notice or other communication shall be deemed delivered where it is:

* + 1. (in the case of delivery by hand) actually delivered to the recipient’s address;
		2. (in the case of fax) transmitted with a successful transmission report; or
		3. (in the case of email) transmitted with a successful delivery report.

### The Parties’ addresses (physical and email) and fax numbers for the purposes of this Agreement are as set out in **Schedule 7 (Notices)**, as may be updated in accordance with this Clause 47.

### Any notice or communication which is not delivered on a Business Day, or which is delivered outside of Business Hours, shall be deemed to have been delivered on the next Business Day.

### Any notice not served in accordance with this Clause 47 shall be deemed defective. Any Party receiving a defective notice shall be entitled to ignore such notice as though it was never issued or received.

## VARIATION

### No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party or by its Authorised Representative.

## LANGUAGE

### This Agreement is drawn up in the English language and the English language version of this Agreement shall always prevail over any translation. This Agreement shall be construed, interpreted and administered in English.

### All documents and/or notice documents provided under this Agreement shall be in English or accompanied by a certified English translation.

# PART V | GOVERNING LAW

## GOVERNING LAW AND JURISDICTION

### This Agreement is governed by, and shall be construed in accordance with, the laws of [**●**].

### The Parties irrevocably submit to the exclusive jurisdiction of the courts of [**●**] in relation to any Disputes.

EXECUTION

**EXECUTED** as an Agreement on the date and year first above written.

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of  |  |  |
| **[Insert Company Name]**as its duly authorised representative: |  |  |
|  |  |  |
| ⮙ | Signature of witness |  | ⮙ | Signature of duly authorised representative |
|  |  |  |
| ⮙ | Name of witness (print) |  | ⮙ | Name of duly authorised representative (print) |

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of |  |  |
| **[Insert Company Name]**as its duly authorised representative: |  |  |
|  |  |  |
| ⮙ | Signature of witness |  | ⮙ | Signature of duly authorised representative |
|  |  |  |
| ⮙ | Name of witness (print) |  | ⮙ | Name of duly authorised representative (print) |

# SCHEDULE 1 | DEFINITIONS

## DEFINITIONS

### In this Agreement (unless the context otherwise requires), the defined terms shall have the meanings set out below:

|  |  |
| --- | --- |
| **ABC Laws** | means all applicable anti-corruption, anti-bribery, antitrust and anti-money laundering laws, applicable tax laws and any other applicable criminal laws; |
| **ABC Policy** | means the anti-bribery and corruption policy of [the Customer] as may be communicated to [the Consultant] and amended from time to time by [the Customer]; |
| **Administration Event** | means an order that is made for the appointment of an administrator (or equivalent) to manage the affairs, business and property of a Party; or where documents are filed with a court of competent jurisdiction for the appointment of an administrator (or equivalent) of a Party; or where a notice of intention to appoint an administrator is given by a Party or its legal representative; |
| **Affiliate** | means any entity that is Controlled by a Party or under the common Control of that Party; |
| **Agreement** | means the terms and conditions of this agreement and the Schedules hereto; |
| **Agreement Date** | means the date set out at the top of page 7 of this Agreement; |
| **Applicable Law** | means all national, state, local and municipal legislation, regulations, statutes, by-laws, Approvals and/or other laws and any other instrument or direction from officials having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions thereto) relating to or connected with the activities contemplated under this Agreement, wherever so located and/or performed; |
| **Approvals** | means any licenses, permits, consents, approvals and authorisations (statutory, regulatory or otherwise) that a Party may require (whether to comply with Applicable Law or otherwise) to perform its obligations under this Agreement; |
| **Audit** | means an examination of the Audit Items of the [Consultant (or its permitted Subcontractors approved by the Customer)] in order to confirm the [Consultant’s] compliance with its obligations under or in connection with this Agreement; |
| **Audit Items** | means any books, systems, reports, practices, data, records and documents in the possession, custody or control of the [Consultant relating to the Consultant’s (or its approved Subcontractors’)] performance of its obligations under or in connection with this Agreement; |
| **Auditor** | means an auditor appointed by the [Customer] from time to time in order to exercise its rights of Audit under or in connection with this Agreement; |
| **Authorised Recipient** | means any Person to whom a Party may disclose Confidential Information under this Agreement and/or as may be required by Applicable Law; |
| **Authorised Representative(s)** | means the duly authorised representative(s) of the Parties who has/have the authority to agree variations under this Agreement, as specified in Clause 36, or as may be otherwise be notified by one Party to another from time to time; |
| **Business Day** | means a day other than a weekend, official public holiday or a day upon which banks are otherwise generally closed for business in the Territory; |
| **Business Hours** | means the hours of [8:00 a.m. to 5:00 p.m.] during a Business Day in the Territory; |
| **Charges** | means the amount payable by the Customer to the Consultant for the proper performance of the Consultancy Services under this Agreement, such amounts being as set out in **Schedule 2 (Payment Terms)**;  |
| **Claim** | means any allegation, debt, judgment, cause of action, action, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise asserted by any Person at any time; |
| **Confidential Information** | means this Agreement and all information of any nature which a Party may have or acquire before or after the Agreement Date, however conveyed (whether in writing, verbally, in a machine- readable format or by any other means and whether directly or indirectly), which relates to the business, products, price lists, developments, Personnel, Consultants and customers of a Party and its Affiliates (whether or not designated as Confidential Information by the Disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential; |
| **Control** | means the:(1) ownership or control (whether directly or indirectly) of more than 50% of the voting share capital of the relevant entity;(2) ability to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant entity on all, or substantially all, matters; or(3) right to appoint or remove directors of the relevant entity holding a majority of the voting rights at meetings of the board on all, or substantially all, matters,and the terms “Controls”, “Controlled” and “Controlling” shall have the equivalent grammatical meaning; |
| **Consultancy Service** | means the consultancy services to be performed by the Consultant under or in connection with this Agreement including as set out in **Schedule 3 (Consultancy Services)**; |
| **Creditor Event** | means where a Party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors in any way; |
| **Customer Policies** | means any and all policies maintained by the Customer in connection with its business and being set out in **Schedule 6 (Customer Policies)**, and as the Customer may notify from time to time;  |
| **Deduction** | means any sums which may be deducted by [the Customer] from any sums owed by [the Customer to the Consultant] under or in connection with this Agreement;  |
| **Disclosing Party** | means the Party that is disclosing Confidential Information to the other Party under or in connection with this Agreement; |
| **Dispute** | means any dispute between the Parties under or in connection with this Agreement;  |
| **Dispute Notice** | means a notice by a Party specifying the existence of a Dispute under or in connection with this Agreement and calling for its resolution under Clause 31; |
| **Documentation** | means any and all documentation (including the Specifications, user manuals, systems manuals, operating manuals, programming manuals and set-up or installation guides), whether in hard copy or soft copy form, to be supplied [by the Consultant to the Customer] under this Agreement; |
| **Extended Term** | means the period of [**●**] months from the end of the Initial Term or the then current Extended Term; |
| **Force Majeure Event** | means any event or occurrence which prevents or delays a Party from performing any or all of its obligations under this Agreement and which arises directly from, or is directly attributable to acts, events, omissions or accidents which are unforeseeable and beyond the reasonable control of the Party so prevented or affected, and may include acts of God, governmental act, war, fire, flood, explosion or civil commotion; |
| **Good Industry Practice** | means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from time to time from a skilled and experienced Person carrying out the same type of activity, and applying the best industry practices under the same or equivalent circumstances, acting generally in accordance with Applicable Law; |
| **Indirect Loss** | means in relation to a breach of this Agreement any loss of production, loss of use, loss of revenue, loss of profit, loss of revenue, loss of contract, loss of goodwill, or any indirect, consequential or special loss; |
| **Initial Term** | means a period of [**●**] months from the Agreement Date; |
| **Insolvency Event** | means a Creditor Event, Receivership Event, Administration Event or a Winding-up Event; |
| **Instruction** | means any reasonable instruction given [by the Customer to the Consultant] under or in connection with this Agreement, and the terms “Instruct” and “Instructed” shall have the equivalent grammatical meaning; |
| **IPR** | means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off; |
| **Invoice** | means an invoice [in the format approved by the Customer;] |
| **Key Personnel** | means the Personnel identified as such by a Party and who will play a key role in the management of the operational aspects of this Agreement as set out in **Schedule 3 (Consultancy Services)**; |
| **Loss or Losses** | means any loss, expense, claim, penalty expenses or equivalent which the Customer suffers directly as a result of the Consultant’s actions or inactions in respect of this Agreement or otherwise as a result of the Consultant’s performance under or in connection with this Agreement, but excluding any consequential losses; |
| **Mandatory Disclosure** | means any announcement or disclosure of Confidential Information that a Party is required to make under Applicable Law or as otherwise required by any order of a court of competent jurisdiction; |
| **Material Breach** | means:(1) a breach of this Agreement that is not remedied by the breaching Party within 30 calendar days of being notified of the breach;[(2) a persistent pattern of minor breaches of this Agreement, which when taken as a whole, constitute a material breach; or](3) any breach of any term in this Agreement which is designated as a Material Breach term; |
| **New IPR** | means IPR developed by a Party after the Agreement Date; |
| **Person** | means any natural person, corporate or unincorporated body (whether or not having separate legal personality), individual, corporation, partnership, limited liability company or similar entity; |
| **Personal Information**  | means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller;  |
| **Personnel** | means all employees, agents and Subcontractors of an entity who are assigned, engaged or otherwise employed from time to time to work in connection with the Project; |
| **Professional Standards** | means all applicable professional rules, codes of conduct and regulations and associated guidelines which govern the conduct of the Consultant and its Personnel; |
| **Project** | means [**●**]; |
| **Public Official** | means a public official, member of the judicial system or any other government-related or state-owned entity or Person; |
| **Receivership Event** | means where a receiver (or equivalent) is appointed over any of a Party’s assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager (or equivalent) of a Party, or if any other Person takes possession of or sells a Party’s assets; |
| **Receiving Party** | means the Party receiving Confidential Information from the other Party under or in connection with this Agreement; |
| **Service Levels** | means any performance service level(s) associated with any Consultancy Services as set out in **Schedule 4 (Service Levels)**; |
| **Service Outcomes** | means the tangible outcomes intended to be achieved as a result of the Customer having engaged the Consultant to perform the Consultancy Services under this Agreement whether being performance results, documentation or otherwise, all as more particularly set out in **Schedule 3 (Consultancy Services)**;  |
| **Site** | means the site specified in **Schedule 3 (Consultancy Services)** or any site(s) upon which the Consultancy Services (or any part thereof) are to be performed in connection with this Agreement; |
| **Subcontractor** | means any Person subcontracted by a Party to perform or assist in the performance of that Party’s obligations under this Agreement; |
| **Tax** | means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them); |
| **Term** | means the period running from the Agreement Date until the Expiry Date, unless terminated earlier in accordance with Clauses 24 or 25; |
| **Termination Notice** | means a notice to terminate this Agreement issued by a Party in accordance with Clauses 24 or 25 of this Agreement; |
| **Territory** | means the country or countries set out in **Schedule 3 (Consultancy Services)**; |
| **Third Party** | means a Person who is not a Party; |
| **VAT** | means value-added tax or any other sales tax or any other taxes similar thereto in the Territory which may be payable in relation to the supply and delivery of the Consultancy Services; |
| **Winding-up Event** | means where an order is made or a resolution is passed for the winding-up of a Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of a Party; and |
| **Workplace Matters** | means those matters pertaining to labour standards, income tax, workers’ compensation, annual leave, long service leave, superannuation (or any other mandatory employee benefits) or any applicable award, determination or agreement of a competent industrial tribunal that relates to the [Consultant’s] Personnel. |

# SCHEDULE 2 | PAYMENT TERMS

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 2 (Payment Terms)**.

### The following additional defined terms shall apply to this **Schedule 2 (Payment Terms)**.

|  |  |
| --- | --- |
| **Agreed Exchange Rate** | means a fixed rate of exchange between [**●**] and [**●**] of [X:Y] |
| **Current Exchange Rate** | means the rate of conversion between [**●**] and [**●**] as reported by [**●**] for the day immediately prior to the day to which a payment pertains; |

## GENERAL PAYMENT TERMS

### NotwithstandingClauses 8, 9 and 10 of the Agreement, unless otherwise agreed, the Customer shall pay the Consultant [**●**]% of the Charges in advance of receiving the Consultancy Services and in any event no later than [**●**] calendar days of the Agreement Date.

### Subject to Clauses8, 9 and 10, the Customer shall pay the remaining portion of the Charges in [**●**] equal instalments during the Term as follows:

#### [**●**] within [**●**] calendar days as of approving the first Invoice;

#### [**●**] within [**●**] calendar days as of approving the second Invoice;

#### [**●**] within [**●**] calendar days as of approving the third Invoice;

#### [**●**]; and

#### [**●**].

### If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Consultant, the Consultant may:

#### charge Interest on the outstanding amount from the time it becomes due until the time of actual payment; and/or

#### cancel or postpone any the provision of any further Consultancy Services to be provided.

## CHARGES

### The Charges shall be calculated in accordance with the provisions of **Annex A to Schedule 2 (Payment Terms)**.

### The Consultant reserves the right at any time to increase the Charges to reflect any increase in the cost to Consultant which is due to either any cause beyond the control of Consultant or any material change in the Consultancy Services as may be requested by Customer.

## CURRENCY

### All payments due to the Consultant under this Agreement shall be made as follows:

#### without set-off, deduction or withholding of any amounts invoiced; and

#### in [Currency A] by electronic funds transfer to the bank account specified Paragraph 5 of this **Schedule 2 (Payment Terms)**.

### Where a payment is due and the Current Exchange Rate varies by more than [5]% from the Agreed Exchange Rate the Parties agree to renegotiate the Charges.

## BANK ACCOUNT DETAILS

### The Customer shall pay all Charges due by wire transfer to the following bank account details in accordance with an approved Invoice:

|  |  |
| --- | --- |
| **Bank** |  |
| **Bank Account Name** |  |
| **Bank Address** |  |
| **Swift** |  |
| **IBANN** |  |
| **BSB** |  |

# ANNEX A TO SCHEDULE 2 | CHARGES

# SCHEDULE 3 | CONSULTANCY SERVICES

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 3 (Consultancy Services)**.

### The following additional defined terms shall apply to this **Schedule 3 (Consultancy Services)**.

|  |  |
| --- | --- |
| [**●**] | means [**●**]; and |
| [**●**] | means [**●**]. |

## CONSULTANCY SERVICES

### Scope of Consultancy Services**:**

#### The Consultant acknowledges the scope of the Consultancy Services to be as follows:

#### [***DN: Insert the relevant Automio response.***]

### Service Description

#### The Consultant acknowledges that the Consultancy Services shall include the following

#### [***DN: Insert the relevant Automio response.***]

### Service Outcomes

#### The Consultant acknowledges and agrees that the Customer is entitled to expect specific performance outcomes in connection with the Consultancy Services.

#### The Consultant shall do all things as is necessary to achieve the following Service Outcomes as set out in the table below:

##### [***DN: Insert the relevant Automio response.***]

#### The Consultant acknowledges and agrees that the Service will not be considered fully performed until all Service Outcomes have been fully achieved.

## DOCUMENTATION

### The Consultant shall do all things necessary so that the Consultancy Services are performed with all required and relevant Documentation as is required under this Agreement and for the Customer to fully benefit from the performance of the Consultancy Services.

### [***DN: Insert the relevant Automio response.***]

## TERRITORY

### [***DN: Insert the relevant Automio response.***]

## SITES

### For the purposes of this Agreement the Consultant shall be granted reasonable access in accordance with the terms of this Agreement to the Site specifically set out below:

#### [***DN: Insert relevant Automio interview response – allow for multiple sites to be nominated.***]

## KEY PERSONNEL

### The following persons, if any, are designated Key Personnel for the purpose of this Agreements.

#### [***DN: Insert the relevant Automio response.***]

## PROFESSIONAL STANDARDS

### In addition to the other obligations under this Agreement, the Consultancy Services shall comply with the Professional Standards listed below, if any.

#### [***DN: Insert the relevant Automio response.***]

## PERSONNEL

### The Consultant shall supply all Personnel as is necessary, and in such numbers as are required, for the proper performance of its obligations under, or in connection with, this Agreement.

### For the purpose of Paragraph 8.1, the Consultant shall ensure that its Personnel:

#### are suitably skilled, qualified and experienced to work always in accordance with Good Industry Practice; and

#### comply with, and in no way cause, the Consultant to be in breach of this Agreement and/or any of the Customer Policies.

### The Consultant shall ensure the availability of Key Personnel throughout the Term, including as may be set out in **Schedule 3 (Consultancy Services)**.

### The Consultant shall give the Customer as much advance notice as is reasonably possible if any Key Personnel are to leave the employment of the Consultant.

### The Consultant shall ensure that any Person employed to replace Key Personnel works with such Key Personnel for a period as long as possible to ensure the continuity of Consultancy Services in accordance with this Agreement.

# SCHEDULE 4 | SERVICE LEVELS

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 4 (Service Levels)**.

### The following additional defined terms shall apply to this **Schedule 4 (Service Levels)**:

|  |  |
| --- | --- |
| **Service Credits** | means the compensation payable by the Consultant to the Customer where a Consultancy Service fails to meet the required Service Level, such amounts being set out in this **Schedule 4 (Service Levels)**; |
| [**●**] | means [**●**]; and |
| [**●**] | means [**●**]. |

## GENERAL

### The Consultant acknowledges and agrees that:

#### it shall be liable for the Service Credits in the event that it fails to meet a Service Level; and

#### the payment and/or provision of the Service Credits is not a penalty and the amounts of the Service Credits do not exceed what is a genuine pre-estimate of the minimum loss likely to be suffered by the Customer.

### If a Service Level is not met, notwithstanding any other provision of this Agreement, the Consultant shall:

#### arrange all such additional equipment, resources and/or materials as are reasonably necessary to meet or exceed the Service Levels; and

#### take any other remedial action as is necessary to correct its failure to meet or exceed the relevant Service Levels.

### Any actions required of the Consultant under Paragraph 2.2 of this **Schedule 4 (Service Levels)** shall be entirely at its sole cost and expense.

### Payment or provision of any Service Credits under this Agreement shall not relieve the Consultant of its obligations to meet or exceed the Service Levels and are without prejudice to any other rights the Customer may have.

### Unless otherwise agreed, the total amount of Service Credits payable shall not exceed [20]% of the value of the Charges for the Consultancy Services to which the Service Levels relate.

### The Customer shall be entitled, in its sole discretion, to treat any Service Credit as a Deduction or otherwise require the Consultant to pay the value of the Service Credit to the Customer on demand.

## REQUIRED SERVICE LEVELS

### [***DN: Insert the relevant Automio response.***]

## SERVICE CREDITS

### [***DN: Insert the relevant Automio response.***]

# SCHEDULE 5 | INSURANCE

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 5 (Insurance)**.

### The following additional defined terms shall apply to this **Schedule 5 (Insurance)**.

|  |  |
| --- | --- |
| [**●**] | means [**●**]; and |
| [**●**] | means [**●**]. |

## SPECIFIC INSURANCE OBLIGATIONS

### The Consultant shall maintain the following insurance policy or policies to cover:

#### its ‘business operations’ liability for all types of losses, except bodily injury, in an amount of at least $[**●**] per Claim;

#### its ‘professional’ / ‘public’ liability and/or ‘after service’ liability for all types of losses in an amount of at least $[**●**] per Claim and per year;

#### insurance for loss of or damage to parts and materials left or stored on the Customer’s premises by the Consultant or its representatives before use or installation;

#### workmen’s compensation insurance / ‘employee liability’ policy in accordance with Applicable Law;

#### loss of or damage to equipment used by it, including any equipment used by it belonging to the Customer; and

#### any other insurance policy required by Applicable Laws and regulations.

### In each case above, (save in respect to professional indemnity insurance and workmen’s compensation insurance), the Consultant shall procure that the Customer is named as an additional insured party on such policies.

### All insurance must be current during the Term and the professional indemnity insurance must be maintained for [**●**] years after the end of the period during which Consultancy Services are supplied and/or performed.

### Before commencing the Consultancy Services, the Consultant shall provide the Customer with certificates of insurance, receipts for the current year’s premiums, and any other proof of insurance the Customer may reasonably require.

### Any amounts stated in this **Schedule 5 (Insurance)** are considered to be minimum amounts and shall in no event constitute a limitation of the Consultant’s liability.

### The Consultant and its Subcontractors shall bear the cost and expense of any deductible amounts applied to them by their insurers.

### The requirements stated in this **Schedule 5 (Insurance)** shall not be construed in any way as a limit of liability or as constituting acceptance by the Customer of any liability in excess of such amounts.

### The Consultant shall ensure any Third Party used or engaged by it to discharge its obligations maintains sufficient insurance to comply with this **Schedule 5 (Insurance)**. The Consultant shall be liable for any deficiencies in cover/policy limit.

### The Consultant shall indemnify the Customer for all amounts it may be required to pay, on any grounds whatsoever, due to the failure to comply with this **Schedule 5 (Insurance)**.

## ADDITIONAL INSURANCE PROVISIONS

###  **[●]**

# SCHEDULE 6 | CUSTOMER POLICIES

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 6 (Customer Policies)**.

### The following additional defined terms shall apply to this **Schedule 6 (Customer Policies)**.

|  |  |
| --- | --- |
| [●]  | means [●]; and |
| [●] | means [●]. |

## HEALTH & SAFETY

### [***DN: Insert relevant details***]

## ANTI-BRIBERY & CORRUPTION

### [***DN: Insert relevant details***]

## SECURITY POLICY

### [***DN: Insert relevant details***]

## CONSULTANT CODE OF CONDUCT

### [***DN: Insert relevant details***]

# SCHEDULE 7 | NOTICES

## DEFINITIONS

### The defined terms of the Agreement shall apply to this **Schedule 7 (Notices)**.

## ADDRESSES

### The Parties addresses for the purpose of receiving notices under this Agreement are as follows:

#### For the Customer:

#### Attention: [●]

#### Physical address: [●]

#### Email address: [●]

#### Fax number: [●]

#### For the Consultant:

#### Attention: [●]

#### Physical address: [●]

#### Email address: [●]

#### Fax number: [●]