

1 Application of Terms of Business

- 1.1 These Terms of Business set out the key trading terms for the supply of Services for the Project, as specified in the Fee Proposal prepared and provided by Veris which outlines any amount or hourly rates applicable to the Services, or as agreed to perform for the Client from time to time, by Veris Australia Pty Ltd (ACN 615 735 727 / ABN 53 615 735 727) (Veris).
- 1.2 If the Client confirms acceptance of a Fee Proposal, the Client, as identified in the Project Acceptance Agreement, shall do so by completing and returning to Veris a signed Project Acceptance Agreement, and such acceptance will be deemed to include acceptance of these Terms and Conditions unless varied in writing by mutual agreement.
- 1.3 Veris reserves the right not to provide the Services until the Project Acceptance Agreement is signed and returned and any payment that is due in accordance with our Fee Proposal or this agreement is paid in full as and when it falls due.
- 1.4 If the Client provides Veris with a form of Consultancy Agreement, Veris is not obliged to commence any works until such agreement has been mutually agreed and executed by Veris and the Client.
- 1.5 Once accepted by the Client these Terms & Conditions may only be varied or cancelled with the written consent of Veris and will remain in force unless mutually agreed in writing by both parties.
- 1.6 Veris reserves the right in exceptional circumstances to reduce our scope of work. Veris will notify the Client of this and will refund to the Client any deposit or other moneys paid in connection with any cancelled portion of the scope.

2 Providing the Services

- 2.1 Upon acceptance of the Fee Proposal and these Terms and Conditions, the Client engages Veris, and Veris agrees, to provide the Services in accordance with the Agreement and in consideration of the payment of the Fees and Reimbursable Expenses, as described in clause 5.2, by the Client to Veris.
- 2.2 Veris reserves the right to request clients to complete a Credit Application Form and to request payment in advance if deemed appropriate.
- 2.3 Veris will exercise reasonable care, skill, and diligence in providing the Services.
- 2.4 Any agreed programme in the Fee Proposal for the provision of the Services is dependent upon Veris receiving all information required as outlined in clause 3.1 to complete the Services including our Project Acceptance Agreement.
- 2.5 Veris will rely on and treat the documentation and directions provided by the Client, or any other party acting on behalf of the Client, as accurate and correct. Veris will not be liable for any error or omission in the Services where it has relied on such documentation and directions.
- 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 unobstructed free access to any relevant site in connection with the Project where access is necessary to perform obligations under the Agreement.
- 2.8 If Veris considers it appropriate to do so, Veris may, with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Veris in specialist areas.

3 Change in Scope or Timing of Services

- 3.1 The Client acknowledges that Veris will only be able to provide the Services in a prompt manner provided that all briefing, information and instructions concerning the Client's requirements for the Services are provided to Veris within a reasonable time of any request for same being made by Veris. The Client indemnifies Veris from any claim, loss, damage, expense or liability arising out of any failure by Veris to provide the Services as a result of a Client's failure to provide any such requested information within a reasonable time or where any information is inaccurate.
- 3.2 If Veris or the Client becomes aware of any matter which will change, or has changed, the scope or timing of the Services they will as soon as practicable give notice to each other of the matter and as far as practicable, details of the change including any variation to the Agreed Fee which may be applicable.

4 Insurance

Veris and the Client must each have insurance for any claim, loss, damage, expense or liability to cover the risks each bears under this Agreement as required by statute or otherwise as is reasonable in the circumstances.

5 Fees and Payment for Services

- 5.1 On and from the date of acceptance of the Fee Proposal and accompanying Terms and Conditions, the Client agrees to pay to Veris the amount of the Fee, together with any applicable GST.
- 5.2 In addition to the amounts referred to in clause 5.1, the Client may be required to reimburse Veris for Reimbursable Expenses, together with any applicable GST, incurred in the provision of the Services including any administration fee as outlined in the Fee Proposal. Such Reimbursable Expenses may include stamp duty, taxes, levies, tolls, fees, outgoings, charges, or costs imposed by any authority on or in connection with this Agreement or the provision of the Services to the Client, whether specified or not in the Fee Proposal.
- 5.3 Veris shall issue progress claims to the Client for the Fee and any Reimbursable Expenses, generally monthly as the work progresses. The progress claims will reflect the extent of work completed at the time.

- 5.4 If the Client wishes to amend the Services contained in the Fee Proposal, it must send a written 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.

- 5.5 If the Client wishes to suspend the agreed Services for a period of time, it must give Veris 14 days prior written notice and depending on the circumstances there may be additional fees payable at the commencement of the project and / or abortive costs incurred at the time of the suspension.

- 5.6 Unless otherwise agreed in writing, Veris' invoices will be payable within 30 days of the date of issue.

- 5.7 If the Client has any outstanding amounts payable to Veris then Veris is entitled to:

- (a) charge interest at the rate of 12% per annum on overdue amounts from the due date; and

- (b) immediately 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.

- 5.8 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.

- 5.9 If any part of a disputed amount is subsequently determined to be due, the Client must pay the amount withheld, and may be required to pay interest in accordance with clause 5.7(a) at Veris' discretion.

- 5.10 If the performance of the Services is delayed by an act, omission or default of the Client, or any party representing the Client, then Veris may require the Client to pay Veris for all reasonable costs and expenses incurred by Veris as a result of the delay.

- 5.11 If the performance of all or any part of the Services is prevented by a Network Security / Interruption Event, i.e. unauthorised access to any data, systems or network, Veris will promptly give notice in writing of that event and its anticipated effect on 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, unless varied under 6.2.

- 6.2 If mutually agreed by Veris and the Client, the maximum liability of Veris arising out of the performance or non-performance of the Services shall be \$.....

- 6.3 Neither party will 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 goodwill) 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.

- 6.4 Veris shall not be liable to the Client for:

- (a) any act, or omissions or other loss, damage, expense, liability or claim, caused or contributed to by the Client or any other party representing the Client;

- (b) any alterations or additions to the Services made without the express approval of Veris;

- (c) any variances in our provided fee and time estimates due to an unforeseen event or circumstance; or

- (d) any loss, damage, expense, liability or claim arising out of or in connection with any Network Security / Interruption Event.

- 6.5 To the fullest extent permitted by law, Veris gives no representation or warranty whatsoever as to the suitability of the Services, or fitness for their use or purpose, it is the responsibility of the Client to satisfy itself as to the condition, quality, suitability and fitness for purpose of the Services.

- 6.6 The Client indemnifies and agrees to keep Veris indemnified from and against all losses, damages, expenses, liabilities or claims sustained or suffered by Veris, or recovered or made against Veris arising out of the actions, inactions or default under these Terms and Conditions by the Client, or any party representing the Client.

7 Confidential Information

- 7.1 Subject to clause 7.2, the neither party will disclose or allow to be disclosed to any person, any information regarding each other or the Project without the prior written consent of the other party.

- 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 agent's 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.

- 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.

8 Copyright and Use of Documents

- 8.1 Copyright and the intellectual property in all drawings, records, processes, products and other documents produced by Veris shall remain the property of Veris.

- 8.2 Subject to clause 8.3, provided the Client pays Veris in full for the

Fee and any Reimbursable Expenses, the Client shall have an irrevocable, royalty free license to use the documents referred to in clause 8.1 for the purpose of, and 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.

- 8.3 If the Client is in breach of any obligation to make payment to Veris, Veris may revoke the licence referred to in Clause 8.2, and the Client shall then cause to be returned to Veris all documents referred to in Clause 8.1, and all copies thereof.

9 Independent Contractor

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.

10 Duration of Agreement

- 10.1 The Client may by notice in writing to Veris terminate the Agreement if:

- (a) Veris is in breach of this Agreement and the breach has not been remedied within 14 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 14 days.

- 10.2 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; or

- (b) Veris gives written notice of at least 14 days.

- 10.3 To the extent permitted by law, Veris may by notice in writing to the Client suspend the provision of the Services or terminate the agreement if the Client (or the Client's parent company) becomes insolvent or appears to be unable to pay its debts.

- 10.4 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.

11 Assignment

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)

12 Dispute Resolution

- 12.1 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.

- 12.2 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.

- 12.3 If the dispute is not resolved within 10 days of a referral in accordance with clause 12.2, either party may commence legal proceedings.

- 12.4 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 12.1 and 12.2 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.

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

13 Legal Compliance

Veris would confirm its compliance in relation to:

- (a) The Modern Slavery Act 2018; and
(b) Commonwealth and State legislation regarding anti-bribery and anti-corruption,

and by accepting these Terms and Conditions the Client warrants that it is also compliant.

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 and Conditions, the Project Acceptance Agreement, and any other documents referred to within these Terms and Conditions;

- 14.2 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.

- 14.3 The Agreement shall be governed by the laws of the State in which the Services as specified in the Fee Proposal are provided, and each party submits to the non-exclusive jurisdiction of the courts of that State.

- 14.4 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.