



## Standard Terms and Conditions

These standard terms and conditions apply to the provision of consultancy services ("Services") and reports, letters, information, advice or other deliverables ("Deliverables") by Edge Environment Pty Ltd ACN 130 111 616 ("Edge", "us" or "we") to any third party ("Client" or "you"). The standard terms supplement any engagement letter that we agree with you. The engagement letter, if any, and these standard terms and conditions together form "this agreement". If the two documents are inconsistent, the terms in the engagement letter overrule these standard terms and conditions.

### 1. Our obligations

Edge must use all reasonable commercial efforts to complete the Services within the time agreed with you. We will perform the Services with due care, competence and diligence, however the quality of the Services will depend on input from you.

### 2. Your obligations

- 2.1 You must instruct us fully and, in a timely fashion, give us each of the following, as reasonably required to perform the Services:
- (a) information - we are entitled to rely on the accuracy of that information without independently verifying it, regardless of whether the information is provided by you, your representatives, or your advisers;
  - (b) access - to files, records and information technology systems, to premises and to people, whether management or staff, with relevant skills and experiences; and
  - (c) resources - you must provide, and designate to the assignment, all resources that are reasonably necessary to ensure timely approval, development and sign-off of all project plans, specifications, accounts and Deliverables.
- 2.2 You agree that any commercial decisions that you make are not within the scope of our duty of care and in making such decisions you should take into account the restrictions on the scope of our work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware from sources other than our work.

### 3. Delays

Edge will not be liable for any failure or delay in performing the Services if that failure or delay arises from anything beyond its control, including the untimely performance by you of your obligations, in which case, Edge is entitled to review its fees and, if the delay is substantial, terminate this agreement.

### 4. Fees and expenses

- 4.1 We will issue our invoices for fees and any expenses relating to the Services to you or as you may direct. In the event that you direct us to issue an invoice to another party, you will remain responsible for payment until our invoice is paid in full.
- 4.2 In addition to the fees, you agree to pay all reasonable expenses including, but not limited to, travel, meals and accommodation.

### 5. Payment

You agree to pay fees and expenses within 14 days of the billing date. We reserve the right to perform no further work for you until all outstanding accounts are paid in full. Accounts may be paid by electronic funds transfer, internet banking or cheque. Credit card payments are not accepted.

### 6. Confidentiality

- 6.1 If you disclose confidential information to us in connection with the provision of the Services, we will treat the information as confidential and not disclose the information to any third party unless we have your approval in writing or are required to do so by any law or court order (in which case, we will give you prior written notice).
- 6.2 The confidentiality obligation in this clause does not apply to information that is in or falls into the public domain other than through a breach of this agreement.

### 7. Intellectual property rights

- 7.1 Edge retains all intellectual property rights in anything it develops in the course of performing the Services. Edge grants you an irrevocable non exclusive licence of the intellectual property rights for the purpose of you implementing the Services and using the Deliverables within your own organisation.
- 7.2 You grant us an irrevocable non exclusive licence to any intellectual property rights in any material you provide us for the purpose of inclusion of any material in the Deliverables or use in the performance of the Services. As part of this licence, you consent to our insertion of your logos or trade marks on Deliverables where appropriate unless you notify us to the contrary.

### 8. Indemnity for liability to third parties

You agree to indemnify Edge against all liabilities, claims, costs and expenses ("Loss") incurred by Edge in respect of any claim by a third party which is related to, arises out of, or is in any way associated with the Services or this engagement including any breach of this agreement or any negligent, wrongful or wilful act or omission by you.

However, the indemnity does not apply to any Loss in respect of any matters which are finally determined to have resulted from Edge's negligent, wrongful or wilful acts or omissions.

## **9. Exclusions and limitations of liability**

- 9.1 If the Trade Practices Act 1974 (Cth), the Corporations Act 2001 or any other legislative provision prohibits or otherwise precludes the restriction, modification or exclusion of any statutory condition, warranty, guarantee, right, remedy or other benefit, then this clause 9 does not restrict, modify or exclude it. Unless prohibited by law, no term, condition or warranty is implied except as expressly provided in this agreement.
- 9.2 You agree that for all loss or damage sustained by you in relation to this agreement (including interest and costs) whether arising from breach of contract, tort (including negligence) or otherwise, Edge is only liable to the extent of 3 times its fees, excluding GST, rendered and paid for providing the Services.
- 9.3 If a term is implied into this agreement by law, which cannot be excluded, you agree that Edge may, in its absolute discretion and to the extent it is allowed by law, choose either to re-supply the Services, or to pay you the cost of having the Services re-supplied.
- 9.4 Our liability to you arising in connection with this engagement (if any) is limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is agreed between us or ascribed to us by a court or tribunal of competent jurisdiction allocating proportionate responsibility to us having regard to the extent of our responsibility for the loss or damage and the contribution to the loss or damage in question by you and any other person. Edge is not liable:
- (a) to the extent that you or any other person is responsible and/or liable for an act or omission that contributed to your loss;
  - (b) for any indirect or consequential costs, loss or damage or loss of profits;
  - (c) for any defect or deficiency in any system or service that is not developed or provided by Edge under this agreement.

## **10. Use of Deliverables**

- 10.1 If you wish to provide a third party with copies of the Deliverables, then you must obtain our prior written consent and we reserve the right to:
- (a) set the terms on which those copies are given or used; or
  - (b) require the third party to enter into a direct relationship with us.
- 10.2 We disclaim all liability to any third party for all costs, loss, damage and liability that the third party may suffer or incur arising from or relating to or in any way connected with the provision of the Deliverables to the third party without our prior written consent.

## **11. Non-solicitation of personnel**

During the term of this agreement, and for 6 months after it ends, each party agrees not to knowingly solicit for employment, or to independently contract the services of, any partner or staff member or sub-contractor of the other party who is involved with performing this engagement. This clause does not apply to a general employment vacancy advertisement issued by a party.

## **12. Independent contractor**

Edge will provide the Services as an independent contractor. Nothing in this agreement creates a partnership, joint venture or other relationship between Edge and the Client. No party has the right, power or authority to oblige or bind the other in any manner.

## **13. Termination**

We may terminate this agreement by notice in writing if you do not pay our bills when due or do not provide us with adequate instructions.

## **14. Governing law and jurisdiction**

All aspects of the Services and this agreement are governed by, and construed in accordance with, the laws of New South Wales, Australia. Both you and Edge irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

## **15. Dispute resolution**

If there is a dispute relating to the Services or this agreement, the parties must submit to mediation before having recourse to any other dispute resolution process. Written notice of the dispute will be given for it to be submitted to mediation before a mediator chosen by the parties or, where the parties cannot agree, by the Australian Commercial Disputes Centre (ACDC). The parties will use their best endeavours to settle the dispute promptly. The mediation will be conducted in accordance with the ACDC Mediation Guidelines to the extent that they do not conflict with the provisions of this clause. If the dispute is not resolved within 60 days after notice of the dispute, the mediation will terminate unless the parties otherwise agree.