

3Two Projects Pty Ltd
ABN 32 662 098 866
Terms and Conditions
Supply of Goods and Services

1. Engagement

Agreement and formation

1.1 This Agreement is between 3Two Projects Pty Ltd and the Client.

Commencement and duration

1.2 3Two Projects Pty Ltd engagement with the Client will commence on the Start Date and end on delivery of the Services to the Client.

Nature of relationship

1.3 3Two Projects Pty Ltd is a service provider and/or a supplier of services and nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership, or joint venture between the parties.

2. Proposals and Nature of Goods and Services

Proposals

2.1 A Proposal is an offer which is open for acceptance for 30 days from the date specified in the Proposal, or if no date is specified, then 30 days from the date it is sent to the Client.

2.2 The Agreement will be formed between 3Two Projects Pty Ltd and the Client by the Client signing the Proposal or otherwise instructing 3Two Projects Pty Ltd to proceed with the Goods or Services or accepting the Goods or Services contained in the Proposal.

2.3 The Client represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

3. Pricing and invoicing

Pricing

3.1 The Client will pay 3Two Projects Pty Ltd the Fees for the Goods and Services.

3.2 The Client acknowledges and agrees that the Fees are based on each Proposal.

3.3 The Client acknowledges and agrees to any adjustments to the Fees caused by an adjustment to the fees charged by a third-party supplier procured by 3Two Projects Pty Ltd for the Client.

4. Payment

Timing of payments

4.1 3Two Projects Pty Ltd will invoice the Client for all Fees.

4.2 Unless otherwise specified in a Proposal, the Client must pay to 3Two Projects Pty Ltd the Fees for the Goods and Services in full within 14 days from the date on which the invoice is issued to the Client.

Refund

4.3 To the extent permitted by law, including the Australian Consumer Law, the Fees are non-refundable. The client is obliged to pay for the Goods and Services that 3Two Projects Pty Ltd agrees to supply regardless of whether the Client utilises in part or in full those Goods and Services.

5. Method of payment

- 5.1 All amounts to be paid by the Client to 3Two Projects Pty Ltd under or in connection with this Agreement must be paid in cash or by way of electronic funds transfer into the account nominated by 3Two Projects Pty Ltd as specified on a Proposal.
- 5.2 Payments by credit, direct debit or using certain merchants, may incur a surcharge or transaction fee as determined by 3Two Projects Pty Ltd acting reasonably.
- 5.3 All amounts payable under or in connection with this Agreement must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this Agreement.

Payment Default

- 5.4 If the Client defaults in payment by the due date of any amount payable to 3Two Projects Pty Ltd, 3Two Projects Pty Ltd may, without prejudice to any other accrued or contingent rights:
 - (a) cease or suspend supply of any Goods or Services to the Client;
 - (b) charge interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 4%, calculated daily and compounded monthly, for the period from the due date until the date of payment in full;
 - (c) charge the Client for, and the Client shall indemnify 3Two Projects Pty Ltd from, all costs and expenses (including without limitation all legal costs and expenses on a full indemnity basis) incurred by 3Two Projects Pty Ltd resulting from the default or in taking action to enforce compliance with this Agreement.; and
 - (d) demand immediate payment of all amounts owing by the Client to be paid by the Client.
- 5.5 The Client and the Guarantor acknowledge and agree that they are jointly and severally liable for the obligations of the Client under or in connection with this Agreement.
- 5.6 For the avoidance of doubt, if the Client defaults in payment by the due date of any amount payable to 3Two Projects Pty Ltd, 3Two Projects Pty Ltd may pursue the Client and/or the Guarantor for payment and the Guarantor agrees to remedy the default in accordance with clause 5.4.

6. Retention of Title and PPSA

- 6.1 Until 3Two Projects Pty Ltd has received full and cleared payment of all Fees, 3Two Projects Pty Ltd retains all right, title and interest (whether legal or beneficial) in the Goods and is entitled to the immediate possession of those Goods and the Client hereby authorises 3Two Projects Pty Ltd to enter into any premises owned or controlled by the Client for the purpose of repossessing those Goods.
- 6.2 The terms used in these Terms have the same meaning as in the PPSA unless otherwise defined herein.
- 6.3 This Agreement is a security agreement and 3Two Projects Pty Ltd has a Purchase Money Security Interest in the Goods and the proceeds of their sale.
- 6.4 To the extent permitted by law, the Client waives its rights to receive any notice, notification, verification, disclosure or other documentation that is required by any provision of the PPSA (including but not limited to those specified in sections 95, 118, 124(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA) or any other law before a secured party exercises a right, power or remedy.
- 6.5 To the extent permitted by law, the Client agrees that the provisions of the PPSA which are for the benefit of the Client or which place obligations on 3Two Projects Pty Ltd will apply only to the extent that they are mandatory or 3Two Projects Pty Ltd agrees to their application in writing.
- 6.6 The Client must immediately upon 3Two Projects Pty Ltd request, do all things and execute all documents to give effect to the security interest created under this Agreement.

7. GST

- 7.1 Words used in this clause which are not defined in this Agreement have the same meaning as in the GST Law.

- 7.2 Where a party to this Agreement (**Supplier**) makes a taxable supply under or in connection with this Agreement or in connection with any matter or thing occurring under this Agreement to the other party (**Recipient**), and the consideration otherwise payable for the taxable supply is not stated as GST inclusive, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST payable on the taxable supply.
- 7.3 The Supplier must issue a tax invoice (or an adjustment note) for any supply for which the Supplier may recover GST from the Recipient, and must include in the tax invoice (or adjustment note) the particulars required by the GST Law for the Recipient to obtain an input tax credit for that GST.
- 7.4 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 7.5 Where a party is entitled under or in connection with this Agreement to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input tax credits available in respect of those costs.

8. Confidentiality

- 8.1 The parties understand that Confidential Information will be exchanged between one another to facilitate delivery of the Goods and Services.
- 8.2 The Receiving Party agrees:
- (a) that it will only use or disclose, or permit the use or disclosure, of any Confidential Information to its Representatives and where such disclosure is not fit for any purpose other than the purpose of performing its obligations under this Agreement;
 - (b) that it shall hold the Confidential Information in confidence and protect and safeguard such Confidential Information;
 - (c) that it shall notify the Disclosing Party immediately upon discovery of any unauthorised use or access or any loss of Confidential Information;
 - (d) that it shall not (without the prior written consent of the Disclosing Party) either individually or in conjunction with any other person, disclose or make available any Confidential Information to any other person; and
 - (e) subject to clause 8.4, it shall be fully responsible and liable to the Disclosing Party for breach of this clause 8 by any of its affiliates, Representatives and any other persons who have obtained access to the Confidential Information by the Receiving Party.
- 8.3 Without limiting clause 8.2, if the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
- (a) prompt written notice of such requirement, to the extent permitted by law, so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
 - (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- 8.4 Notwithstanding clause 8.2, where 3Two Projects Pty Ltd is the Receiving Party, it may store Confidential Information on third party systems and the Client consents to this use and storage of its Confidential Information and the Client agrees to hold 3Two Projects Pty Ltd harmless for any breach suffered or incurred by 3Two Projects Pty Ltd' third party information systems provider.

9. Non-disparagement

- 9.1 Subject to clause 9.2, on and from the date of this Agreement, each party must not:
- (a) make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing,

electronically transferred or otherwise) that is critical of, or derogatory or negative towards, any other party or any Representative of any other party; or

- (b) cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so,

and must take all reasonable steps to prevent its Representatives from doing so.

9.2 Clause 9.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:

- (a) promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
- (b) reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

10. Intellectual Property

10.1 The parties agree that all Relevant IP will be owned by, and vest in, 3Two Projects Pty Ltd.

Permitted use

10.2 The Client may not use or reproduce any Relevant IP or any other Intellectual Property Rights of 3Two Projects Pty Ltd or any of 3Two Projects Pty Ltd' customers, clients or suppliers without 3Two Projects Pty Ltd' prior written approval, except in the performance of its duties under this Agreement.

11. Liability and remedies

Indemnity

11.1 The Client and the Guarantor unconditionally and irrevocably indemnifies 3Two Projects Pty Ltd from and against, any and all Losses that may be suffered by 3Two Projects Pty Ltd and which arise, directly or indirectly, in connection with any breach of this Agreement by the Client and/or any negligent or other tortious conduct by the Client in the provision of the Goods and Services.

11.2 The Client agrees that it will hold 3Two Projects Pty Ltd harmless for any and all Losses that may be suffered by the Client or a third party and which arise, directly or indirectly, in connection with any breach of this Agreement by the Client and/or any negligent or other tortious conduct by the Client in the provision of the Goods and Services.

Indemnities continuing

11.3 Each indemnity contained in this Agreement is an additional, separate, independent and continuing obligation that survives the termination of this Agreement despite any settlement of account or other occurrence and remains in full force and effect until all money owing, contingently or otherwise, under the relevant indemnity has been paid in full and no one indemnity limits the generality of any other indemnity.

Limitation of liability

11.4 To the maximum extent permitted by law, 3Two Projects Pty Ltd and its Representatives expressly:

- (a) **(Disclaimer of warranties)** disclaim all conditions, representations, and warranties (whether express or implied, statutory or otherwise) in relation to the Goods and Services, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property Rights. Without limitation to the foregoing, 3Two Projects Pty Ltd and its Representatives make no representation, and provide no warranty or guarantee, that:
 - (i) the Client will achieve any particular results from the provision of the Goods and Services;
 - (ii) the Goods are free from defects or of a quality suitable for the Client's intended purpose;
 - (iii) any particular individuals will perform the Services on behalf of 3Two Projects Pty Ltd; or
 - (iv) the Good and Services will be:

- (A) compatible with any particular hardware, software, systems or data;
 - (B) error-free or that errors or defects will be corrected; or
 - (C) meet the requirements or expectations of the Client; and
- (b) **(Limitation of liability)** limit their aggregate liability in respect of any and all Claims for any Losses that the Client and/or any of their Representatives may bring against 3Two Projects Pty Ltd under this Agreement or otherwise in respect of the Goods and Services to the following remedies (the choice of which is to be at 3Two Projects Pty Ltd' sole discretion):
- (i) re-supply of the Goods or Services;
 - (ii) payment of the costs of supply of the Goods or Services by a third party; or
 - (iii) the refund of any amounts paid by the Client to 3Two Projects Pty Ltd under this Agreement in respect to the Good or Services,
- even if 3Two Projects Pty Ltd has been advised of the possibility of such Losses, and the Client acknowledges and agrees that 3Two Projects Pty Ltd holds the benefit of this clause 11.4 for itself and as agent and trustee for and on behalf of each of its Representatives.
- (c) **(exclusion of liability for consequential loss)** exclude liability for any and all Claims by the Client or a third party for indirect or consequential loss, including loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of production or loss of goodwill, howsoever arising.

Force majeure

- 11.5 To the maximum extent permitted by law, 3Two Projects Pty Ltd and its Representatives expressly exclude liability for any damage and/or delay in the performance of any obligation of 3Two Projects Pty Ltd under this Agreement where such damage or delay is caused by circumstances beyond the reasonable control of 3Two Projects Pty Ltd, including but not limited to an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy, and 3Two Projects Pty Ltd shall be entitled to a reasonable extension of time for the performance of such obligations, and the Client acknowledges and agrees that 3Two Projects Pty Ltd holds the benefit of this clause 11.5 for itself and as agent and trustee for and on behalf of each of its Representatives.

Remedies for breach

- 11.6 Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 8 (Confidentiality), clause 9 (Non-disparagement) or clause 13 (Non-solicitation), damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, without the necessity of showing actual damage and without any security being required, together with recovery of costs. Any Claims asserted by such other party against the first-mentioned party shall not constitute a defence in any such injunction action, application or motion.

12. Termination

Termination for breach

- 12.1 3Two Projects Pty Ltd may terminate this Agreement immediately by notice to the Client if an Event of Default occurs in respect of the Client.
- 12.2 If 3Two Projects Pty Ltd commits any material or persistent breach of this Agreement, the Client may provide 3Two Projects Pty Ltd with a notice of breach in writing. If 3Two Projects Pty Ltd fails to remedy the breach within 20 Business Days after the date of its receipt of such notice, the Client may terminate this Agreement with immediate effect upon providing 3Two Projects Pty Ltd with a further notice of termination in writing.

Accrued rights

- 12.3 Termination of this Agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

Survival

- 12.4 The obligations of the parties under clause 8 (Confidentiality), clause 9 (Non-disparagement), clause 10 (Intellectual Property), clause 12 (Liability and remedies), clause 13 (Non-solicitation), clause 14 (Dispute Resolution Procedure), 17.11 (Governing Law and Jurisdiction and this clause 12 will survive the termination of this Agreement.

13. Non-solicitation

- 13.1 During 3Two Projects Pty Ltd' engagement with the Client under this Agreement and for each Non-Solicitation Period thereafter, the Client must not, without 3Two Projects Pty Ltd' prior written consent (which 3Two Projects Pty Ltd may withhold in its absolute discretion), directly or indirectly:
- (a) **(non-solicitation suppliers)** interfere with or disrupt, or attempt to interfere with or disrupt, any relationship, whether contractual or otherwise, between 3Two Projects Pty Ltd and any of 3Two Projects Pty Ltd' suppliers, distributors or joint venture partners, or identified prospective suppliers, distributors or joint venture partners; or
 - (b) **(non-solicitation of staff)** induce, encourage or solicit any of 3Two Projects Pty Ltd' officers, employees, contractors or agents to cease or reduce their employment, engagement or agency with 3Two Projects Pty Ltd.
- 13.2 The Client acknowledges and agrees that:
- (a) the restraints in clause 12.1 constitute several separate covenants and restraints consisting of each of clauses 12.1(a) and (b) combined with each separate Non-Solicitation Period severally;
 - (b) each of those separate covenants and restraints is a fair and reasonable restraint of trade that goes no further than is reasonably necessary to protect 3Two Projects Pty Ltd' goodwill and business;
 - (c) the Client has received substantial and valuable consideration for each of those separate covenants and restraints, including its receipt of the Goods or Services;
 - (d) The Client acknowledges that the restraints in this clause apply to it, its directors, officers and employees and it agrees to ensure that such persons are bound to the same obligations;
 - (e) breach by the Client of any of those separate covenants and restraints would be unfair and calculated to damage 3Two Projects Pty Ltd' goodwill and business and would lead to substantial loss to 3Two Projects Pty Ltd.
- 13.3 A reference in this clause 13 to a **"Non-solicitation Period"** is a reference to any one of the following periods:
- (a) 4 months from the End Date or date of early termination of this Agreement;
 - (b) 2 months from the End Date or date of early termination of this Agreement;
 - (c) 1 months from the End Date or date of early termination of this Agreement.
- 13.4 Each of the prohibitions contained in clause 13.1 in combination with the interpretative provisions in clause 13.3 is to be read and construed as being a separate, severable and independent prohibition or restraint, each from the other as regards to each Restraint Period and is enforceable accordingly so that the invalidity or unenforceability of any prohibition or restraint in respect of any of the Restrain Periods does not affect the validity or enforceability of the prohibitions or restraints in respect of any other Restraint Period.

14. Trustees

- 14.1 Each Trustee enters into this Agreement only in its capacity as trustee of the Relevant Trust and in no other capacity.
- 14.2 A liability arising under or in connection with this Agreement can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Relevant Trust out of which the applicable Trustee is actually indemnified for the liability.
- 14.3 This limitation of each Trustee's liability applies despite any other provision of this Agreement and extends to all liabilities and obligations of each Trustee in any way connected with this Agreement,

including any representation, warranty, conduct, omission, agreement or transaction related to this Agreement.

- 14.4 No party may sue a Trustee in any capacity other than as trustee of the Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the applicable Trustee or to prove in any liquidation, administration or arrangement of or affecting the applicable Trustee (except in relation to property of the Relevant Trust).
- 14.5 Clauses 14.1 to 14.4 will not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because, under the trust agreement establishing the Relevant Trust or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Relevant Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- 14.6 No Trustee is obliged to do, or refrain from doing, anything under this Agreement (including incurring any liability) unless its liability is limited in the same manner as set out in clauses 14.1 to 14.4.

15. Notices

- 15.1 A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:
- (a) Delivered personally; or
 - (b) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

16. General

Further assurances

- 16.1 Each party must (at its own expense, unless otherwise provided in this Agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

Third parties

- 16.2 This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Costs

- 16.3 All costs and expenses in connection with the negotiation, preparation and execution of this Agreement, and any other agreements or documents entered into or signed pursuant to this Agreement, will be borne by the party that incurred the costs.

Entire agreement

- 16.4 This Agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations, or obligations, written or oral, in relation to this Agreement other than those expressly stated in it or necessarily implied by statute.

Severability

- 16.5 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

- 16.6 No failure, delay, relaxation, or indulgence by a party in exercising any power or right conferred upon it under this Agreement will operate as a waiver of that power or right. No single or partial exercise of

any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Agreement.

Amendment

16.7 This Agreement may not be varied except by written instrument executed by all of the parties.

Assignment

16.8 A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this Agreement without the prior written consent of the other party.

Counterparts

16.9 This Agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Priority

16.10 In the event of a conflict between these Terms and a Proposal, these Terms shall prevail to the extent of the conflict or inconsistency.

Governing law and jurisdiction

16.11 This Agreement is governed by the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia, sitting in the State of Victoria, Australia.

17. Definitions and interpretation

Definitions

17.1 The following definitions apply in this Agreement unless the context requires otherwise:

Agreement means these Terms and each Proposal.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means a day which is not a Saturday, Sunday, bank or public holiday in Victoria.

Claim means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

Client means the party specified on or receiving a Proposal.

Confidential Information means all information relating to a party, any customer, client, supplier, distributor or joint venture partner, of the party and/or any of the business or financial affairs of any of them, including but not limited to:

- (a) any information that is specifically designated by any of them as confidential;
- (b) any information which, by its nature, may reasonably be regarded as confidential;
- (c) the terms of this Agreement, including the Goods or Services;
- (d) any information relating to any:
 - (i) agreements, arrangements or terms of trade with any existing or prospective customer, client, supplier, distributor or joint venture partner or other contractual counterparty;
 - (ii) customer, client, supplier, distributor, joint venture partner, employee, technology, product, service, proposal, market opportunity, business or product development, design specifications, plan, pricing, financial position or performance, capabilities, capacities, operations or processes; or
 - (iii) Intellectual Property Rights, of any of them; and
- (e) any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information.

Control means the power of a person or entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person or entity) that the affairs of another are conducted in accordance with its wishes.

Disclosing Party means the party disclosing Confidential Information.

Event of Default means any of the following on the part of the Client:

- (a) committing any material or persistent breach of this Agreement;
- (b) repudiating or, in the reasonable opinion of 3Two Projects Pty Ltd, evincing an intention to repudiate, this Agreement;
- (c) misleading 3Two Projects Pty Ltd in any material way; and/or
- (d) an Insolvency Event occurring in respect of the Client.

Fees means all fees and charges set out in the Agreement.

Guarantor means the person named on the guarantee provided with these Terms.

Goods means products which 3Two Projects Pty Ltd and the Client has agreed to purchase, as more particularly described in a Proposal.

GST has the same meaning given to that expression in the GST Law.

GST Law has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cath) and also includes any related act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

Insolvency Event means, in respect of a party:

- (a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
- (b) where the party is a company, a resolution is passed or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;
- (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or
- (d) the party is otherwise unable to pay its debts as and when they fall due.

Intellectual Property Rights means all intellectual property rights which may subsist, now or in the future, whether or not registered or registrable, including but not limited to trademarks, patents, copyrights, designs, Confidential Information, know-how, moral rights and all other rights in respect of intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1976.

Losses means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
- (d) all amounts paid in settlement of any Claim.

3Two Projects Pty Ltd means 3Two Projects Pty Ltd (ABN 32 662 098 866).

PPSA means the Personal Property Security Act 2009 (Cath).

PPSR means the Personal Property Securities Register.

Proposal means a document to be signed by the parties, that sets out the details of the Goods and/or the Services and Fees.

Receiving Party means the party receiving the Confidential Information.

Relevant IP means all Intellectual Property Rights that 3Two Projects Pty Ltd makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours) in the course of, or arising out of, the provision of the Goods, Services and/or 3Two Projects Pty Ltd' engagement with the Client, including any Intellectual Property Rights so made, developed or conceived:

- (a) using the resources or facilities of the Client or any of its customers, clients or suppliers;
- (b) in the course of, as a consequence of, or in relation to, the provision of the Goods or Services by 3Two Projects Pty Ltd and/or the performance (whether proper or improper) of 3Two Projects Pty Ltd' duties and responsibilities to the Client under this Agreement or otherwise;
- (c) as a direct or indirect result of any person's access to any Confidential Information or Intellectual Property Rights of the Client or any of its customers, clients or suppliers; or
- (d) in respect of any of the products or services of the Client or any of its customers, clients or suppliers, or any alterations, additions or methods of making, using, marketing, selling or providing such products or services.

Relevant Trust means, in respect of any Trustee, the trust in respect of which the Trustee is expressed to have entered into this Agreement as trustee.

Representatives means, in respect of a person, the employees, officers, consultants, agents, legal advisers and professional advisers of that person.

Services means the service that 3Two Projects Pty Ltd has agreed to provide, and the Client has agreed to purchase, as more particularly described in a Proposal.

Start Date means the earlier of the date on which the Proposal is signed by the last party or the date on which 3Two Projects Pty Ltd commences the Services or the date on which the Client instructs 3Two Projects Pty Ltd to provide the Goods or Services.

Terms means these Terms and Conditions for Goods and Services.

Trustee means any party to this Agreement that is expressed to have entered into this Agreement in its capacity as a trustee of any trust.

Interpretation

17.2 The following rules of interpretation apply in this Agreement unless the context requires otherwise:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and

Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

3Two Projects Pty Ltd (ABN 32 662 098 866) (**3Two Projects Pty Ltd**)

To secure the obligations of the Company pursuant to this Agreement, the Guarantor agrees to unconditionally and irrevocably guarantee the payment of the Fees and all other liabilities which the Company owes 3Two Projects Pty Ltd in connection with the Agreement or any other agreement with 3Two Projects Pty Ltd.

The Company and the Guarantor are jointly and severally liable for all debts and other liabilities to 3Two Projects Pty Ltd in connection with this Agreement including any payment made to 3Two Projects Pty Ltd by or on behalf of the Company being void or voidable under any statute (including under the Bankruptcy Act 1966 or the Corporations Act 2001).