



IDS GROUP PTY LTD TERMS AND CONDITIONS OF BUSINESS

1. Introduction

- 1.1 IDS Group Pty Ltd ("IDS") have set out in this document our basic terms and conditions of business ("the Terms") which together with the Service Agreement (together called "This Agreement") will apply to all work that IDS undertakes for you with respect to this Engagement. If there is any conflict between these Terms and our Engagement Letter, then the Engagement Letter shall prevail.
- 1.2 For the purposes of This Agreement IDS includes its Directors, employees and any related entities.

2. Our Services

- 2.1 IDS will provide the services set out in the Service Agreement ("the Services") and will use all reasonable commercial efforts to provide the services in an efficient and timely manner, using the necessary and reasonable skill, care and expertise to an appropriate professional standard relevant to the industry.
- 2.2 IDS will ensure that the Services comply with the requirements of all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or local government applicable to or having jurisdiction over the Services.

3. Your Obligations

- 3.1 You agree to pay for the Services in accordance with this Agreement.
- 3.2 You will provide IDS promptly with all relevant information, including documents and particulars, relating to the Client's requirements for the provision of the Services.
- 3.3 IDS will be entitled to rely on the accuracy of all information provided by you or by others on your behalf without independently verifying it except where the Services relate to the verification of such information.
- 3.4 You shall retain responsibility for the use of, or reliance on, advice or recommendations supplied by us in the delivery of the Services.
- 3.5 You undertake that, if anything occurs after information is provided by you to IDS, to render such information untrue, unfair or misleading, you will promptly notify IDS, and if required by IDS, take all necessary steps to correct any announcement, communication or document issued which contains, refers to, or is based upon, such information.
- 3.6 You hereby confirm that the carrying out of the Services in accordance with your instructions will not result in any breach of any Court Order or law and you agree to indemnify IDS for any loss, damages, other consequences suffered as a result of any breach of any such Court Order or law.

4. Confidentiality

- 4.1 Both parties acknowledge that they may, in the course of the engagement be exposed to or acquire information that is proprietary or confidential to the other party. Both parties agreed to hold such information in the strictest of confidence and not to divulge such information except as may be required by law or judicial process, by any persons or bodies responsible for regulating that party's business (including any regulatory or investigatory supervisory authorities in Australia or elsewhere), as required by a party's internal policies or as the party reasonably determines is necessary to protect its own legitimate interests.



5. Benefit of Advice

5.1 Unless otherwise specifically stated in the Engagement Letter, any advice or opinion relating to the Services is provided solely for your or your client's benefit and may not be disclosed in any way,

including publication on any electronic media, to any other party and is not to be relied upon by any other party.

5.2 IDS shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

6. Electronic Mail

6.1 If you ask to transmit any document to you electronically, you agree to release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by the transmission (including by any computer virus).

7. Fees, Expenses and Payment Terms

7.1 The fees quoted to you are based upon a number of factors including the complexity of the Services being performed under this Agreement, the skills, labour, specialised knowledge and responsibility involved in performing the Services and the time expended by IDS staff and contractors in performing the Services.

7.2 Out of pocket expenses incurred in connection with the Services will be charged to you.

7.3 The consideration payable for any supply made or to be made under this Agreement is exclusive of GST. If GST is payable on any supply made or to be made under this Agreement, you agree that the consideration payable for such supply shall be increased by an amount equal to the amount of GST payable by IDS in respect of that supply.

7.4 Accounts are to be paid within 14 days of the invoice date. If they are not paid by this date we may charge you an additional amount for the Services equal to interest on any outstanding balances at a rate equal to 2% over the 180 day bank bill rate.

7.5 If we are required (pursuant to any order, subpoena, directive or other legal or regulatory process) to produce documents and/or answer enquiries, attend court or meetings to deal with similar requests, in relation to the Services for, or by, any judicial, regulatory, administrative or other body or entity (including without limitation any foreign regulator or similar), you shall reimburse us at the standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with those matters.

8. Problem Resolution

8.1 If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone our Client Services Manager or a Director of IDS. We will investigate any complaint in line with our Complaints Handling Procedure and do what we can to resolve the difficulties.

8.2 If the problem cannot be resolved, the parties agree to enter into mediation or some other alternative form of dispute resolution, before commencing legal proceedings.

8.3 In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of any other further Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of Suspension.



9. Termination of Agreement

9.1 Each of us may terminate This Agreement immediately if:

- (a) The other commits any material or persistent breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy); or
- (b) The other becomes insolvent; or
- (c) The Services are suspended under clause 8.3 for more than 10 normal working days.

9.2 Termination must be effected by written notice served on the other.

9.3 Termination under this Clause shall be without prejudice to any rights that may have accrued for either of us before termination and all sums due to us shall become payable in full when termination takes effect.

10. Limitation of Liability

10.1 In this section, we set out, and you accept, the limitations which apply to our liability to you should you have reason to make a claim against us. The limitations and exclusions are accepted by both of us to be fair and reasonable, given the duties we are undertaking, the sums to which we are entitled and the availability (and cost) of insurance.

10.2 Nothing in these Terms and Conditions excludes, restricts or modifies the application of the provisions of any Statute (including the Trade Practices Act 1974) where to do so would contravene that Statute or cause any part of these Terms to be void.

10.3 These Terms and the Engagement Letter are the only communications governing our relationship. Subject to clause 10.4 IDS expressly excludes and will have no liability for any statements, representations, guarantees, conditions or warranties, including any which may be implied by statute or common law or custom or which arise from oral or written communications with you which are not expressly contained in This Agreement. If any representations are of importance to you, you should ensure that they are expressly set out in the Engagement Letter before signature.

10.4 If IDS is liable for a breach of any warranty implied by Section 74 of the Trade Practices Act 1974 in respect of Services not of a kind ordinarily acquired for personal, domestic or household use or consumption, IDS' liability under that section is limited to the supplying of the Services again or the payment of the cost of having services supplied again, whichever IDS, in its absolute discretion, elects.

10.5 To the extent permitted by law, you agree that to the extent that any loss or damage suffered by you is attributable to negligence, fault or lack of care on your part or on the part of any person for whom you are responsible IDS is not liable (in contract, tort or otherwise) for the loss or damage.

11. Indemnities

11.1 You agree to indemnify and hold harmless IDS against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by IDS in respect of any claim by a third party arising from or connected to any breach by you of your obligations under this Agreement.

11.2 IDS shall not be liable for any losses, claims, expenses, actions, damages, liabilities or any other proceedings arising out of reliance on any information provided by you or any of your representatives which is false, misleading or incomplete. You agree to indemnify and hold harmless IDS from any such liabilities we may have to you or any third party as a result of such reliance by IDS on any information provided by you or any of your representatives which is false, misleading or incomplete.

11.3 In the event of any inconsistency between clauses 10 and 11, clause 11 shall prevail.



12. Privacy

12.1 IDS is committed to complying with the Privacy Act 1988 (Cth) and the National Privacy Principles when collecting, holding or disclosing personal and sensitive information.

13. Governing Law and Jurisdiction

13.1 This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable in the State of Queensland. Both you and we agree to irrevocably submit any disputes arising under this Agreement to the exclusive jurisdiction of the Courts of that State.

14. Variation

14.1 No variation of this Agreement will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature of the Services Agreement.