

SUBCONTRACT

between

CONTRACTOR
(Contractor)

and

SUBCONTRACTOR
(Subcontractor)

CV

CONTRACT DETAILS		
Item 1	Date of Contract	#[Insert Date]
Item 2	Company name and details	Name: CV Services Group Pty Ltd (ACN 128 857 447) (CV Services)
		Address: 148 Hedley Avenue, Hendra QLD 4011
		Email: #[insert company email]
Item 3	Subcontractor name and details	Name: #[Insert Subcontractor Name]
		Address: #[insert Subcontractor address]
		Email: #[insert Subcontractor email]
Item 4	Scope of Services	<p>The Subcontractor agrees to provide Subcontractor services ("Services") as outlined in the specific Purchase Orders issued by CV Services while complying with our Company Policies and Standards.</p> <p>These Services include, but are not limited to:</p> <ol style="list-style-type: none"> 1. providing the Services as per the specifications and standards provided by CV Services; 2. compliance with all technical guidelines and safety protocols; and 3. completion and prompt delivery of all Services. <p>The Subcontractor acknowledges and agrees that CV Services has made no representation or guarantee, pursuant to this Agreement or otherwise, as to the volume of Services to be formed during the term of this Agreement.</p>
Item 5	Commencement Date	#[insert date]
Item 6	Fees	The fees payable will be the fee agreed in writing as set out in our Purchase Order.
Item 7	Name of person or position in Company to whom invoices should be sent	#[insert]
Item 8	Payment terms	45 days from the end of month of invoice (or such other terms as nominated by us in writing)
Item 9	Insurance	<p>Insurance requirements:</p> <ol style="list-style-type: none"> 1. minimum \$10,000,000 for public liability; and 2. minimum \$5,000,000 for professional indemnity (if design or engineering services are being provided). <p>(For the avoidance of any doubt, Subcontractor must hold all other insurances required under this agreement, including under clauses 8 and 1)</p>
Item 10	Governing Law	Queensland
Item 11	Personnel Approvals	<p>All Subcontractor Personnel providing the Services must:</p> <ol style="list-style-type: none"> 1. hold the relevant qualifications to perform the Services; 2. comply with our Subcontractor Code of Conduct; 3. have completed the relevant site inductions & clearances; 4. comply with our Company Policies and Standards; and 5. any other Approval required by the Company and notified to the Subcontractor from time to time.
Item 12	Special Conditions	The Subcontractor acknowledges and agrees to comply with our Head Contract in accordance with clause 19 and / or as specified in our Purchase Order from time to time (if applicable).

Subcontractor Execution

Each Subcontractor signatory warrants that they, on behalf of the Subcontractor:

- have read, understand, and agree to the Subcontractor Terms;
- acknowledge and agree that this document is an agreement incorporating the Subcontractor Terms; and
- have had the opportunity to obtain independent legal advice prior to signing this document and have either obtained that advice or chosen not to obtain it.

Signature: _____

Signature: _____

**Full Name
(please print):** _____

**Full Name
(please print):** _____

**Title /
Position:** _____

**Title /
Position:** _____

Date: _____

Date: _____

CV Services Group

Signed on behalf of CV Services Group Pty Ltd ACN 128 857 447:

Signature: _____

**Title /
Position:** _____

**Full Name
(please print):** _____

Date: _____

**Account No. /
Reference:** _____

CV Services Group Pty Ltd – Subcontractor Terms (“Terms”)



Engagement and term

We engage you, and you accept the engagement, to provide the Services on the terms and conditions set out in this Agreement (the ‘Engagement’).

The Engagement commences from the Commencement Date and will continue until terminated pursuant to clause 20 of this agreement.

Relationship of parties

The parties acknowledge and agree that the Engagement created pursuant to this Agreement constitutes a relationship of principal and Subcontractor between them and does not constitute a joint venture, a relationship of employer and employee, a relationship of agency, or a partnership.

You acknowledge and agree that you do not have the authority to incur, and you agree not to incur any obligation or liability on our behalf, except with our express written consent or instruction.

You warrant and represent that:

- you have had the opportunity to obtain, or have obtained, independent legal and financial advice regarding these Terms and the Agreement; and
- you have not been induced to enter into this Agreement.

Non-exclusive engagement

You acknowledge and agree that:

- our Engagement pursuant to these Terms and Agreement is on a non-exclusive basis and that we may engage other service providers to provide the Services (or similar services) at any time; and
- we are under no obligation to request or acquire any volume of Services from you.

You are free to engage in other business activities at any time throughout the Term, provided that such activities do not cause (directly or indirectly) you to breach your obligations under this Agreement.

No subcontracting or assignment

You must not, without our prior written consent:

- subcontract any of your obligations under this Agreement;
- appoint any sub-distributor, agent or broker to market, distribute, or otherwise deal with the Services; or
- assign any of your rights under this Agreement.

To the extent that we permit any subcontracting or sub-distribution arrangement, you will remain responsible and liable for the performance of your obligations under this Agreement and liable for all acts or omissions of such subcontractors or sub-distributors as if they were your acts or omissions.

Insurance

You must effect and maintain, in accordance with this clause 5:

- professional indemnity and public liability indemnity insurance, for no less than the amount specified in Item 9 of the Contract Details, and maintain such insurance for a period of at least twelve (12) months

following termination of any contract of which these Terms form part; and

- all other insurances required by law (including without limitation workers' compensation insurance and employer's liability insurance, covering liability for any liability or Claims and all direct or indirect costs and expenses arising at common law or under workers' compensation or employer's liability legislation).

Each of the insurances required pursuant to clause 5.1 must contain the following provisions:

- a minimum indemnity limit in aggregate as specified in Item 9 of the Contract Details, as agreed in writing between the parties;
- at least one automatic reinstatement provision; and
- a description of the risk covered by the insurance policy.

You must:

- obtain the required insurances with a reputable insurer holding a licence issued by the Australian Prudential Regulation Authority;
- ensure that any subcontractors maintain and effect insurance policies of the same or substantially the same type, extent and term; and
- upon our reasonable request, you must liaise with us to ensure your chosen insurer is satisfactory to us.

Upon our written request, you must, within five (5) Business Days, provide certificates of currency for each of the insurances required pursuant to clause 5.1.

You must comply with and observe all terms of the insurance policies, and not do anything or omit to do anything which may result in a policy or any coverable under a policy being rendered void or voidable.

If you fail to effect or maintain any insurance policy required, we may, without affecting your obligations under this clause 5:

- effect or maintain an insurance policy and pay premiums on such policy, the cost of which must be (in our sole discretion) paid by you on written demand or deducted from any monies owing to you; or
- terminate this Agreement with immediate effect by giving written notice to you.

Fees

In consideration for the proper provision of the Services, we will pay you the Fees in accordance with this clause 6.

From time to time throughout the Term, we may amend the Fees by giving you prior notice, which will be confirmed by email or in a work order. The revised Fees will only apply to Service Notices issued after the change has taken effect.

Warranties

Each party represents and warrants to the other that:

- it has the full power and authority to enter into and perform this Agreement;
- the obligations under this Agreement are valid, binding and enforceable against it;
- its entry into and performance of this Agreement does not breach any of its obligations, constitution, other governing documents or any applicable laws; and
- it is not subject to an Insolvency Event.

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You represent and warrant that:

- you and your Personnel have obtained and will maintain during the Term all Approvals required to enter into and perform this Agreement and the Services;
- your Personnel are appropriately qualified, have all necessary work permits or visas, and the requisite knowledge, skill, expertise, and experience to enable you to provide the Services;
- you will comply with, and at all times throughout the Term will comply with:
 - all Anti-Bribery Laws;
 - all applicable laws relating to Modern Slavery;
 - in respect of the working hours, remuneration and working conditions, all applicable laws and Industry Codes; and
 - all other applicable laws.

For the purposes of this clause 7:

- Anti-Bribery Laws** means all laws relating to bribery, corruption, improper payments, money laundering, export control, and economic sanctions including the *Criminal Code Act 1995* (Cth); and
- Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any other State or Commonwealth laws, regulations, standards, codes and other guidelines relating to slavery that may be enacted, modified, consolidated, amended, re-enacted, replaced, or codified at any time.

WHS obligations

At all times throughout the Term, you must comply with applicable work, health and safety laws to maintain a safe and healthy workplace, and must comply with our work health and safety policies and procedures while on our site as set out in the Company Policies and Standards, as varied from time to time.

Prior to performing any high-risk work on site, you must complete and provide us with:

- safe work method statements for inspection and review; and
- a pre-site risk assessment, in the form we require.

You must:

- ensure that throughout the Term, any Personnel performing the Services hold the relevant Personnel Approvals;
- upon our request, provide satisfactory evidence demonstrating you have complied with your duties as a PCBU, including but not limited to:
 - the conduct of risk assessments on all plant and equipment;
 - maintenance of a hazardous chemical register with all relevant safety data sheets;
 - completion of site-specific risk assessments; and
 - availability of first aid kits in accordance with applicable laws and regulations;
- comply with all transport-related laws and:

is responsible for all log book recording, fatigue management and vehicle compliance and safety requirements (roadworthiness) under applicable laws and:

must take all reasonable steps to prevent breaches of the road transport mass, dimension, loading, speed compliance and work hour laws; and

is solely responsible for any penalties from a Government Agency or arising from an offence relating to the provision of the Services; and

comply with all our site rules to ensure food safety standards are maintained.

Scope of Services

From time to time throughout the Term, we will contact you to carry out the Services pursuant to this Agreement. If you agree to carry out such Services they must be provided pursuant to this Agreement and we may provide you written notice identifying:

- the type of Services to be carried out by you;
- the place of performance of the Services;
- if applicable, the delivery date by which the Services must be carried out; and
- any other additional terms agreed between the parties relating to the Services.

You must:

- only use the Background IP in the provision of the Services;
- ensure that you (and any relevant Personnel) hold all Approvals throughout the Term;
- in carrying out the Services and performing or complying with its other obligations under or in connection with this Agreement, act in good faith;
- carry out the Services:
 - in a professional, proper, and timely manner;
 - to the best of your abilities and knowledge;
 - with due care, skill, and diligence that would reasonably be expected from a prudent and experienced supplier of Services the same as, or similar to the Services; and
 - in accordance with all applicable laws;
- ensure that the Services are provided in compliance with the Company Policies and Standards;
- comply with our reasonable directions and instructions in carrying out the Services from time to time;
- throughout the Term, use your best endeavours to promote our interests and welfare, not gain or seek to gain a benefit or advantage and not cause us detriment;
- not improperly use or communicate any information relating to the Services, and must not provide false or misleading information in response to any request for information by us; and
- not use any of the CV Services Property or CV Services IP for any purpose other than for the provision of the Services pursuant to this Agreement, unless expressly permitted by us in writing.

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You will be responsible for providing your Personnel with suitable protective equipment, tools, and other resources reasonably necessary for the purpose of performing the Services.

You must submit to us (in accordance with the notice details in Item 7 of the Contract Details) a valid tax invoice, with itemised services and details, compliant with all relevant legislation (including but not limited to Tax laws) and in the form reasonably required by us.

Where properly set out in the tax invoice submitted, we will pay the Fees to your identified bank account details and in accordance with the payment terms set out in Item 8 of the Contract Details (or in such other manner agreed between the parties).

Where reasonably requested by us following receipt of payment of our invoice, you must provide us with a written undertaking or declaration to confirm that you have paid all of your employees for the period to which the invoice relates, in accordance with applicable laws. You must indemnify us for any Liability or Claim incurred by us as a result of a breach of this clause 9.6.

We may withhold payment of any amount which is reasonably disputed but must otherwise pay any undisputed amount and notify you of the amount we believe is due for payment or is disputed, acting reasonably.

The parties agree that each party must immediately notify the other party if it ceases to be registered for GST purposes or for any other reason is unable to lawfully comply with this clause 9.

GST

This clause 10 applies if a party to this Agreement is, or becomes, liable to pay GST regarding any Supply of goods, services or anything else under this Agreement.

Capitalised expressions which are not defined in this Agreement but which have a defined meaning in the GST Act have the same meaning in this clause.

If a party (**Supplier**) makes a Taxable Supply under this Agreement, then the Recipient of the Taxable Supply, must pay the Supplier the GST payable on the Taxable Supply in addition to the consideration for the Supply.

Within seven (7) days of a Supply being made under this agreement, the Supplier must provide to the Recipient a Tax Invoice or other documentation that complies with the requirements for a valid Tax Invoice under the GST Act.

Subject to the Supplier issuing a Tax Invoice to the Recipient as required under clause 10.4, the Recipient must pay the GST on the Taxable Supply under this Agreement to the Supplier at the same time as the Recipient pays the consideration for the Supply to the Supplier.

Despite any other provision of this Agreement, if the whole or part of any consideration under this Agreement is a reimbursement or an indemnity to one party of an expense, loss, outgoing or liability incurred or to be incurred by the other party, the consideration excludes any GST included in such expense, loss, outgoing or liability incurred or to be incurred for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to a full Input Tax Credit unless it can establish otherwise.

If an Adjustment Event occurs regarding a Supply under this Agreement, the Supplier must issue to the Recipient an Adjustment Note regarding the Adjustment Event within seven (7) days of the Supplier becoming aware of the Adjustment Event.

If the Adjustment Note gives effect to an Increasing Adjustment, the Recipient must pay to the Supplier the GST component of the Increasing Adjustment not later than the fourteenth business day of the month following the month in which the Adjustment Note is issued to the Recipient.

If the Adjustment Note gives effect to a Decreasing Adjustment, the Supplier must pay to the Recipient the GST component of the Decreasing Adjustment not later than the fourteenth business day of the month following the month in which the Adjustment Note is issued to the Recipient.

Audit and reporting requirements

The Subcontractor must:

upon request from the Company:

provide the Company with a declaration that the Subcontractor is not trading whilst insolvent, is financial stable and otherwise not subject to an Insolvency Event;

provide the Company with a detailed list of current or pending legal disputes affecting the Subcontractor;

provide the Company with a detailed list of any current or pending insurance claims of the Subcontractor; and

provide the Company with a detailed list of any safety breaches in connection with the Services; and

notify the Company immediately of any customer complaints, issues, concerns or comments relating to the provision of the Services.

You must, on request, provide us with any documents or records for the purposes of allowing us to verify your compliance with this Agreement and performance of the Services. You must give us (and our representatives) reasonable access to all requested materials.

Upon our reasonable request, you must at any time during reasonable business hours, grant us and our representatives access to your premises or property (including any site) for the purposes of conducting an audit or inspection of any documents, the Services, your quality management programs or safety practices, the state or number of any our products or CV Services Property to ensure your compliance with these Terms.

Upon our written notice, you must return, remove or dispose of any CV Services Property in accordance with our the instructions.

Subcontractor Personnel

In order to provide the Services in accordance with their requirements, you must ensure that throughout the Term:

you have sufficient Personnel to ensure that the Services are provided on time and in accordance with the requirements of the Service Notices; and

consistent with industry practice, you have sufficient Personnel to provide the Services in a flexible approach to hours of work.

If, at any time, we request that you promptly replace any Subcontractor Personnel assigned to the Services because:

in our reasonable opinion, such person is not appropriate or is otherwise not acceptable;

such person does not hold the necessary licence, approval,

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qualification, or consent (including any consent required under this Agreement) to perform the Services; or

we have received a request from a customer to replace such Personnel in the performance of the Services, then you must, at your own cost, immediately remove and promptly replace such Personnel.

You:

are solely liable for the payment of any fees, wages, and Tax in respect of your Personnel; and must, if required by us, execute and deliver to us a Subcontractor's Statement.

Failure to perform the Services

You must immediately notify us and provide details of any third party Claim, any death, injury or property damage or loss in connection with the Services.

If you fail to provide any of the Services in accordance with clause 9 and we receive a notice from you of any failure of the Services, we may, by written notice to you, require that you:

remedy the default (if the default is capable of being remedied); or re-perform the Services (if the Services are capable of being re-performed),

within the time specified by us (which must be reasonable having regard to the scope and nature of the Services), at your sole cost and expense.

If you fail or refuse to remedy or re-perform the Services within the timeframe specified by us, we may arrange for the performance of the necessary remedial work and recover all costs in connection with such work from you.

If you have not provided the Services in accordance with this Agreement, we may suspend payment of your invoices until the Services have been remedied or re-performed in accordance with this clause 13 and we may set-off any cost or expense incurred by us in the remedying or re-performance of those Services.

Confidentiality

You acknowledge and undertake to keep our Confidential Information (including the terms of this Agreement) confidential and not disclose it or allow it to be disclosed to any third party except:

with our prior written approval; or to your employees who have a need to know (and only to the extent of such need) and solely for the purpose of the performance of the Services, and you must ensure that any third party is aware that the Confidential Information must be kept confidential.

On termination of this Agreement, you must continue to keep confidential all our Confidential information.

You acknowledge that:

you must not use the Confidential Information provided by us except for the purpose of performing your obligations under this Agreement, and you must not use the Confidential Information in any way that may diminish or detract from our reputation or standing; and

the Confidential Information is our exclusive property and no rights in respect of the Confidential Information are

granted or conveyed to you.



Intellectual Property

Throughout the Term, we grant to you a non-exclusive, revocable, and limited licence to use the CV Services IP for the sole purpose of delivering and performing the Services.

You acknowledge and agree that:

you acquire no Intellectual Property Rights in the CV Services IP other than as expressly granted pursuant to clause 15.1;

you must only use the CV Services IP in accordance with our directions and only to the extent necessary to perform the Services;

nothing in this Agreement transfers any Intellectual Property Rights in the CV Services IP to you;

you must not:

use the CV Services IP in any way that could damage our reputation or goodwill or other rights associated with the CV Services IP;

permit any third party to use the CV Services IP without our prior written consent;

reproduce, modify, adapt or create any derivative Services based on the CV Services IP or de-compile, disassemble or otherwise reverse engineer the CV Services IP or permit any third party to do so; or

otherwise directly or indirectly do anything that would or might invalidate or put in dispute our rights and title in the CV Services IP.

You must not deal with any of the Intellectual Property Rights in the CV Services IP except as provided for in this Agreement (or as otherwise agreed by the parties in writing). Upon becoming aware of any infringements or potential infringements of any of the Intellectual Property Rights in the CV Services IP, you must notify us in writing as soon as reasonably practicable.

Security Interest

As security for the sums you owe, or may owe us (including in relation to any sums required to be refunded to us under clause 20.3 (for example, deposits or monetary benefits paid to you in excess of the Services actually performed)), you charge in our favour all of your interest in personal property (i.e. any assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),

whether:

such property is held in your own right or in your capacity as trustee;

you own the property at present or later acquire it; and wherever it is situated.

You irrevocably appoint our company secretary from time to time as your duly constituted attorney to execute in your name a general or specific security agreement or bill of sale, upon written notice and demand to you.

If you have previously entered into an agreement with us by which you have granted a charge or other security interest in respect of your property then those security interests will continue and will co-exist with the security interests created in these Terms and will secure all of our payments

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hereunder. We may, at our election and upon the provision of written notice, vary the terms of such previous charges or other securities to reflect these Terms.

You acknowledge that:

- you have read and understood this clause 16; and
- this clause 16 is necessary to protect our legitimate interests including having regard to:
 - the Terms accepted under clause 1 are given on the basis that this clause 16 would apply, and if that were not the case, we would not have issued a Purchase Order on the same terms; and
 - the risk of your insolvency given the nature of the industry in which you and we operate.

You:

- waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act; and
- agree that, to the extent permitted by the PPS Act:
 - sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
 - you waive your right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.

We need not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.

Where we have rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

Indemnity

You agree to indemnify us against any Liabilities or Claims incurred by us relating to:

- any breach of this Agreement by you;
- any compensation or payroll taxes due in respect of any of your Personnel;
- any personal injury, sickness, death or loss of or damage to real or tangible property arising out of or in connection with the provision of the Services or the performance of or compliance with your other obligations under or in connection with this agreement; and
- any fraud, wrongful, dishonest or negligent act or omission by you or your Personnel.

We will, prior to exercising our rights in respect of clause 17.1:

- take steps to mitigate any Liabilities or Claims and act reasonably in relation to any default by you; and
- provide you with written notice requesting payment in relation to those Liabilities or Claims.

Your liability to indemnify us will be reduced proportionally to the extent that we have breached any obligations under this Engagement which has contributed to the Liability or Claim.

Liability

Without limiting any other provision of this Agreement, you are liable for any Liabilities resulting from damage to, any CV Services Property as a result of the Services and any Liabilities or Claims otherwise arising from or in connection with the Services..

The parties acknowledge and agree that you are liable for, and must indemnify us (and our officers, directors and employees, and Affiliates) for any Claims, Loss or Liability incurred as a result of:

- any claim against us by a third party in relation to the performance of the Services;
- any breach of law or regulation by you; or
- your negligence, wilful misconduct, or unlawful or fraudulent act or omission.

We will, prior to exercising our rights in respect of clause 18.2:

- take steps to mitigate any Liabilities or Claims and act reasonably in relation to any default by you;
- notify you in writing requesting payment in relation to those Liabilities or Claims.

Your liability to indemnify us will be reduced proportionally to the extent that we have breached any obligations under this Engagement which has contributed to the Liability or Claim.

Notwithstanding any other provision of this Agreement, the parties are not liable (under the law of contract, tort, equity or otherwise) for any damages arising out of or in connection with this Agreement that are indirect (meaning not arising in the ordinary course as a direct, natural or probable consequence of the act or omission complained of, including without limitation loss of profits, loss of business opportunity or goodwill, lost management time, lost savings, contracts, revenue interest, goodwill, or data, or any penalties, fines or special, exemplary, or Consequential Damages or expenses), regardless of the cause of such damages or whether the other party had been advised of the possibility of such damage.

Special Conditions

You acknowledge and agree that where a Head Contract is in place:

- you must not do anything which would constitute a breach of the Head Contract;
- you must comply with and at all times observe and perform the terms and conditions of the Head Contract and you hereby acknowledge having perused the Head Contract prior to executing this Agreement;
- you must not do, or omit to do, suffer, cause or permit to be done any act, deed, matter or thing whatsoever during the Term which would cause you to be in breach or deemed to be in breach of the Head Contract; and
- you must indemnify us against any liability under the Head Contract arising from any act, neglect, default or omission of yours or your employees, agents, contractors, customers or visitors in the performance of any term condition or covenant required to be observed by it by the provisions of this Agreement.

Termination

A party may terminate this Agreement at any time without cause by giving the other party thirty (30) days' prior written notice.

A party may terminate this Agreement by written notice to the other party:

- if the other party commits a material breach of this Agreement:

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which is capable of remedy but has not been remedied within five (5) Business Days of receiving written notice specifying the breach and requiring it to be remedied; or

which is incapable of remedy; or

if the other party becomes subject to an Insolvency Event.

On termination of this Agreement:

we will pay you any amounts outstanding in respect of Services provided up to and including the date of termination;

you will not be entitled to any notice of the termination or payment in lieu of notice of the termination;

you will not be entitled to any compensation or payment other than as specifically provided for in this Agreement;

you must immediately return to us any CV Services Property and where such CV Services Property is not returned in good working order, you must reimburse us for the costs of any repair or replacement of such CV Services Property; and

the Subcontractor must immediately repay to the Company any overpayment or monetary benefits that have been paid to the Subcontractor in excess.

In calculating and paying any amounts outstanding to you pursuant to clause 20.3(a), we may set-off any amounts owed by you pursuant to clauses 20.3(d) or 20.3(e) or otherwise owed pursuant to this Agreement.

Any termination or expiration of this Agreement will be without prejudice to any accrued rights of either party against the other. Termination or expiration of this agreement does not affect the obligations of the parties that are intended to survive termination or expiration.

Notices

A notice, consent, approval or other communication under this Agreement (**Notice**) must be:

in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address specified in clause 21.3; and

delivered by personal service, sent by pre-paid mail or transmitted by email, or any other lawful means.

A Notice given in accordance with this clause 21 is treated as having been given and received:

if personally delivered, on delivery;

if sent by pre-paid mail, on the fifth clear Business Day after the date of posting (or the seventh Business Day after the date of posting if sent to or from an address outside Australia); and

if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

The particulars for delivery of Notices are initially:

for us: as set out in Item 2 of the Contract Details; and

for you: as set out in Item 3 of the Contract Details.

A party may change its address for the delivery of Notices by notifying that change to each other party. The notification is effective on the later of the date specified in the Notice or five Business Days after the Notice is given.

General

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

This Agreement is governed by and is to be construed in accordance with the laws applicable in the state or territory described in Item 10 of the Contract Details. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in Item 10 of the Contract Details and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

This Agreement may only be varied or replaced by an agreement executed by the parties.

Where a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement. This clause does not apply if severing the provision materially alters the scope and nature of this Agreement or the relative commercial or financial positions of the parties, or would otherwise be contrary to public policy.

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold consent to be given under this Agreement and is not obliged to give reasons for doing so.

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

The rights and obligations of the parties do not merge on completion of any transaction under this Agreement, or termination or expiration of the Agreement.

This Agreement may be executed in counterparts. All executed counterparts constitute one document. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed is the date of this Agreement. A party is entitled to treat (and it shall be deemed) a signed copy of this Agreement exchanged by electronic mail in portable document format (PDF) as an original signed agreement. The parties agree that an electronic signature (including via 'DocuSign') will have the same effect as a handwritten signature.

This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement.

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All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.

No oral explanation or information provided by any party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty, or understanding between any of the parties.

Definitions

In these Terms, unless the context otherwise requires, the following definitions apply.

Agreement means this agreement and the terms and conditions herein including all attachments or annexures, as amended.

Approval means all authorisations, licences, approval, qualification or consent required by law or Government Authority to perform the Services.

Business Day means:

for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and

for any other purposes, a day on which the banks are open for business in Brisbane, Queensland other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement.

Commencement Date means the date set out in Item 5 of the Contract Details.

Company, we, us means, severally, CV Services Group Pty Ltd ACN 128 857 447 and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth) as may be specified in a Purchase Order.

Company Policies and Standards means our policies, standards, codes of conduct (including our Subcontractor Code of Conduct) and all other codes, protocols, procedures, controls or requirements which we provide you notice with, from time to time.

Confidential Information means all the information including trade secrets, Intellectual Property Rights of the Company (including the CV Services IP), marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, data concerning us or any of our related entities or any of our clients, finances, operating margins, prospect’s lists, and transactions, and any materials provided to you by us, but does not include information in the public domain other than through a breach of an obligation of confidentiality.

Consequential Loss includes any:

- consequential loss;
- loss of anticipated or actual profits or revenue;
- loss of production or use;
- financial or holding costs;
- loss or failure to realise any anticipated savings;
- loss or denial of business or commercial opportunity;
- loss of or damage to goodwill, business reputation, future

- reputation, or publicity;
- loss or corruption of data;
- downtime costs or wasted overheads; or
- special, punitive, or exemplary damages.

Contract Details means the table titled "Contract Details" set out at the beginning of this Agreement.

CV Services IP means the Intellectual Property Rights relating to the "CV Services" products and the "CV Services" brand or otherwise associated with us.

CV Services Property means any equipment or property of ours.

Fee means the fees payable by us to you, being the amount calculated in accordance with Item 6 of the Contract Details.

Goods means all goods supplied by us, as described on our invoice, or any other form issued by us.

Government Agency means any government, governmental, semi governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the same meaning as in the GST Act.

Head Contract means a contract the Company has entered into for the provision of services as specified in our Purchase Order from time to time.

Insolvency Event means the occurrence of any one or more of the following events regarding any party to this Agreement:

Intellectual Property Rights means all intellectual property rights, including patents, rights in inventions, rights in designs, trademarks, trade and business names, domain names, copyright, rights in information, in each case whether registered or unregistered and including all applications for, and renewals, extensions or revivals of, such rights.

Liability means any liability or obligation (whether actual, contingent or prospective) including any loss, damage, cost, charge liability (including Tax liability) or expense (including legal costs and expenses), irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

Personnel means, in the respect of the Subcontractor, any employee, representative, agent, subcontractor or other person engaged to undertake any activity or task in connection with the Services.

Personnel Approvals means the Approvals that must be maintained by any of the Subcontractor's Personnel providing the Services, as set out in Item 1 of the Contract Details.

PPS Act means the *Personal Property Securities Act 2009* (Cth), as amended.

Purchase Order means:

a written purchase order (which is clearly described as being a 'purchase order'); or

a Purchase Order Schedule (signed by both parties) in the form we provide from time to time;

we issue to you for the supply of Services which accompanies or incorporates these Terms, together with all documents accompanying the Purchase Order.

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Service Notice has the meaning given to that term in clause 9.1.

Services means the services described in Item 4 of the Contract Details and any services that are incidental or ancillary to the proper performance of the services described.

Subcontractor Code of Conduct means the principles and standards that subcontractors must adhere to when working on projects or providing Services.

Subcontractor, you, means the person or entity described in Item 3 of the Contract Details.

Subcontractor’s Statement means a form prepared for the purposes of the *Workers’ Compensation and Rehabilitation Act 2003 (QLD)*, the *Payroll Tax Act 1971 (QLD)*, and the *Industrial Relations Act 2016 (QLD)*, or any similar statutory requirement under State or Territory legislation in which the Services are provided.

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

Term means the period from the Commencement Date until the termination of this Agreement.

headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation;

if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day; and

a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

Interpretation

In this Agreement, unless the context otherwise requires:

a reference to:

the singular includes the plural and the plural includes the singular;

a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Agreement and references to this Agreement include any recital, schedule or annexure;

any contract (including this Agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;

a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

time is a reference to legal time in the jurisdiction set out in Item 10 of the Contract Details;

a reference to a day or a month means a calendar day or calendar month;

money (including ‘\$’, ‘AUD’ or ‘dollars’) is to Australian currency;

the meaning of any general language is not restricted by any accompanying example, and the words ‘includes’, ‘including’, ‘such as’, ‘for example’ or similar words are not words of limitation;

the words ‘costs’ and ‘expenses’ include reasonable charges, expenses and legal costs on a full indemnity basis;

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