

## Terms of Services

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- A. Custm provides a fleet transport services for the delivery of goods direct to customer.
- B. The Company wishes to engage Custm to supply the services in relation to delivery and fleet transport for their operations.
- C. Custm agrees to supply the services on the terms and conditions set out in this Agreement.

## Conditions of Carriage

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In these conditions 'Carrier' shall mean Customised Group, its divisions, subsidiaries, subcontractors or affiliates. 'Client' means any person or Company referred to in this document. 'Carriage' shall mean and include all the services undertaken by the Carrier in respect. of Goods. 'Goods' shall mean and include the cargo accepted from the Client.

- 1. The Carrier is NOT A COMMON CARRIER and will accept no liability as such. Carriage of Goods by the Carrier is subject to these conditions of carriage AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OF GOODS FOR ANY PERSON CORPORATION OR COMPANY AND CARRIAGE OF ANY CLASS OF GOODS AT ITS DISCRETION. The Carrier shall not be bound by any agreement purporting to vary these conditions of contract unless such agreement shall be in writing and signed on behalf of the Carrier by an authorised Officer of the Carrier.*
- 2. These conditions apply whether Goods are delivered or not.*
- 3. Carrier may have Goods carried, stored or handled by any operator (whether servant agent or subcontractor of Carrier or of any sub-contractor or any other person). Goods may be carried by any route and stored at any place.*
- 4. The Carrier shall not be liable for loss, damage, delay, concealed damage, deterioration, contamination, evaporation, miss-delivery, or non- delivery, whether caused by negligence, misconduct or otherwise, and Client will indemnify Carrier against any such claim. This indemnity shall extend to any servant or agent of the Carrier including any other person or company with whom the Carrier may arrange for the Goods and the servants of such person or company.*
- 5. The Carrier is authorised to deliver Goods at the address given to the Carrier by the Client for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered Goods in accordance with his contract if at that address he obtains from any person a receipt or signed delivery docket for Goods. If the delivery address should be unattended or if delivery cannot otherwise be made by the Carrier the Carrier may at its option store Goods or redeliver Goods to the Client and any such storage or redelivery to the Client shall be at the Client's expense.*
- 6. A charge may be made by the Carrier in respect of any delay in loading and/or unloading occurring other than from the fault of the Carrier. Such delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Client.*

7. Carrier shall have a lien on Goods (in the event that the Goods are legally in the control of the Client) and any relevant documents for freight charges and all other charges now due or which may hereafter become due to the Carrier by the Client on any account whether in respect of Goods comprised herein or in respect of any other Goods for which the Carrier provides transport or any other service, and in the event of payment not being made on demand may enforce such lien by sale of Goods without notice, in the case of perishable Goods forthwith and in any other case upon expiration of one month.

8. A detailed Consignment Note must accompany each consignment.

9. The Carrier is entitled to open any document, wrapping, package or any other container in which Goods are placed or carried to inspect Goods either to determine their nature or condition or determine their ownership or destination where any consignment note or identifying document or mark is lost, damaged, destroyed or defaced.

10.

All consignments with no nominated onforwarding carriers marked on both freight and paperwork will be sent per Carrier's own onforwarding Service at the Client's cost.

11. Additional charges may apply for the following services: "Cash on Delivery" Collections, Returns, Proofs of Delivery, Pre Paid onforwarding Consignments, e.g. Bus Freight, etc.

12. Where it is agreed that the charges for carriage will be paid by the Client or a third party the Client or third party will indemnify the Company against any loss resulting from the non-payment of the charges by the Client or third party and without limiting the generality the Client agrees that if or insofar as any charges are not paid on demand the Company will demand payment by the Client. All collection and solicitor fees incurred by the Company in relation to this demand will be charged against the Client.

13. The Client or his authorised agent shall not tender for carriage any explosive, inflammable, dangerous or otherwise hazardous Goods or Goods which may become dangerous or hazardous without presenting a full description of those Goods, with supporting documentation and in any event the Client hereby indemnifies the Carrier for any liability whatsoever arising out of the carriage of such Goods. If in the opinion of the Carrier Goods are or are liable to become dangerous or hazardous, Goods may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Client and without prejudice to the Carrier's right to indemnify or any charges hereunder.

14. The Client warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, scheduling, identifying to the Carrier and carriage of Goods and that Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever as a result of or arising out of the Client's failure to comply with each of these warranties.

15. The Carrier accepts pallets or any other packaging device or material only on the express condition that all charges pertaining to the pallets, packaging device or material be paid by the Client and in the event of the Carrier signing for receipt of any pallets, packaging device or material; they do so only on behalf of the Client who accepts full responsibility for them and for freight charges thereon. Carrier accepts no responsibility for return of pallets.

16. Any notice to the Client required to be given under these conditions may be given in writing and delivered personally, posted to the Client at the address last known to the Company, sent by facsimile to the facsimile number last known to the Company or sent by electronic communication to the last known information system of the Client. A notice so delivered shall be deemed to have been received by the Client upon receipt of the written notice delivered personally; at the time when in the ordinary course of postage it should have been delivered; a notice sent by facsimile shall be deemed to have been received by the Client at the time indicated in the Company's record of transmittal and a notice sent by electronic communication shall be deemed received by

the Client at the time when the electronic communication enters the Client's information system.

17. These conditions of contract shall be governed by and construed in accordance with the law of the State of Victoria and any proceedings against the Carrier shall be brought in Victoria only.

18. Insurance will not be arranged by the Carrier. It is the responsibility of the Client to ensure that adequate insurance cover is arranged in view of the application of all clauses in this agreement upon which the Carrier accepts Goods for carriage.

19. The Client hereby agrees that commencement of trading constitutes an acceptance of the Carrier's Conditions of Carriage.

**It is agreed**

## **1. INTERPRETATION**

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1.1 In this Agreement, unless otherwise indicated by the context:

- a. **Agreement** means this Agreement, the Contract Details, and includes any schedule or annexure;
- b. **Business Day** means a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney;
- c. **Commencement Date** means the date of this Agreement;
- d. **Confidential Information** includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.
- e. **Contract Materials** means all Materials developed, created or produced by or on behalf of Custm in the course, or as a result, of providing the Services or otherwise in performing its obligations or duties under this Agreement in relation to the Company and its clients.
- f. **Corporations Act** means the *Corporations Act 2001 (Cth)*.
- g. **Data Information** means the information which:
  - i. is provided to the Contractor for the purposes of providing the Services;
  - ii. is transmitted, received or stored in the course of providing the Services;
  - iii. is processed, generated, compiled or modified through use of the Services; or
  - iv. relates to the configuration of Custm's hardware or IT Systems;

and which may contact Personal Information in accordance with relevant Privacy Acts.

- h. **Developed Intellectual Property** means Intellectual Property that is discovered, developed or has otherwise come into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement.
- i. **GST** means the goods and services tax as provided for by the GST Law;
- j. **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- k. **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation;
- l. **Inconsistent Terms** has the meaning set out in clause 13.2.
- m. **Insolvency Event** means anything that reasonably indicates that there is a significant risk that a person is or will become unable to pay its debts as and when they fall due.
- n. **Intellectual Property** all present and future rights, title and interests in registered and unregistered trade marks, designs, copyrights, confidential information, trade secrets, trade or business names and brand names, use or grant the use of any of them, which may exist in Australia or elsewhere and whether created before, on or after the date of this Agreement.
- o. **Loss** means any liability (including legal expenses) of any kind whatsoever and includes, but is not limited to, direct and indirect, consequential or special damage, loss of profits, loss of use, loss of revenue, anticipated revenue, interest or other claim arising from any cause whatsoever whether or not the loss, damage or claim is based on contract, statute, warranty, tort (including negligence), indemnity or otherwise.
- p. **Materials** means anything capable of creation, development or production including but not limited to documents, broadcasts, recordings, videos, images, reports, technical information, plans, drawings, specifications, computer programs, manuals, graphics, calculations, notes, tables, data, ideas, inventions and any other items, whether completed or not, and in any form (whether material or otherwise).
- q. **Parties** means the parties to this Agreement and their respective successors and permitted assigns, and Party means either one of them.
- r. **Personal Information** means information or an opinion (including information or an opinion forming part of a database) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion, and that is provided for the purposes of use to perform and administer the Services.
- s. **Personnel** means any agents, officers, personnel, employees, contractors or subcontractor of a party.
- t. **Privacy Acts** means the *Privacy Act (Cth) 1988* and the *Privacy and Data Protection Act (Vic) 2014*.
- u. **Representative** means any director, officer, employee, agent, contractor, subcontractor, adviser or Related Entity of a party.

- v. **Services** means the services described in Item C of the Contract Details.
- w. **Service Order** means a service order or brief for the provision of Services by Custm in accordance with this Agreement, containing the information set out in Schedule 1 or any other arrangement or understanding of any nature between the Company and Custm for the provision of any Services, including the Company's acceptance of a proposal by Custm in relation to the Services.
- x. **Taxable Supply** has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.2 In this Agreement, unless otherwise indicated by the context:

- a. capitalised terms have the meaning set out in clause 1.1 or the Contract Details;
- b. words importing the singular include the plural and vice versa;
- c. headings are for convenience only and do not affect interpretation of this Agreement;
- d. a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- e. where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- f. an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- g. a reference to a statute, statutory provisions or regulation includes all amendments, consolidations or replacements thereof;
- h. a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- i. a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- j. a reference to a body, whether statutory or not:
  - i. which ceases to exist; or
  - ii. whose powers or functions are transferred to another body;

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## 2. GENERAL ENGAGEMENT

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2.1 The Company engages Custm to provide the Services on the terms and conditions of this Agreement.

### 3. SUPPLY OF SERVICES

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- 3.1 Custm agrees to provide the Services to the Company, in accordance with the terms of this Agreement and any relevant Service Orders setting out the Services to be provided.
- 3.2 Custm agrees to supply the Services:
- a. exercising reasonable care, skill and judgment, in a professional and timely manner;
  - b. in accordance with reasonable directions of the Company contained in any Service Order.
- 3.3 Custm agrees to notify the Company in writing if it believes at any time that it is unlikely to be able to deliver any part of any Services by the date specified for delivery. The notice may contain (if possible it is to provide) reasons for the anticipated delay and Custm's estimate of the expected delay.
- 3.4 If Custm provides Company with a notice under clause 4.2, or if any delay otherwise occurs in relation to the performance or delivery of Services or any part of Services, the Company agrees to grant Custm a reasonable and necessary extension of time to provide the Services the subject of the delay.
- 3.5 The Company agrees that it must provide all necessary Data Information and necessary materials to Custm to facilitate it to perform the Services,

### 4. PROTECTION OF INFORMATION SYSTEMS

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- 4.1 If a Party or its Personnel or Representative, is provided access to any of information technology systems, software, or data to enable the Services to be provided, the respective party agrees to take reasonable care in utilising the information technology systems, software, data including all hardware, software and applications and observe all notified security procedures and work practices.

### 5. PAYMENT AND GST

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- 5.1 The Company will pay Custm the Fees for supplying Services.
- 5.2 Fees are calculated based on the formula set out in Item E of the Contract Details, and any Annexure or Schedule referred to therein.
- 5.3 The Company agrees to reimburse Custm for any expenses incurred by Custm in supplying Services as set out in Item F of the Contract Details.

5.4 The Company will pay all correctly rendered and verified invoices within 30 days of the end of the month in which the invoices have been received by the Company.

5.5 This Agreement does not create a partnership, agency, fiduciary, employment or any other relationship, except the relationship of independent contracting parties as service Custm and recipient, between the parties. No party is liable for an act or omission of the other party.

5.6 Payments made by the Company to Custm are not wages or salary. Custm will retain control of its Personnel and its Representatives and retain all rights, powers and responsibilities of an employer (if those Representatives are employees) under statute, common law or industrial awards. Custm acknowledges that:

- a. it is an independent and separate business and it is responsible for all costs associated with its business;
- b. it is responsible for the payment of all income, profit and salary tax payable in respect of the payments received by it;
- c. it is not entitled to payment from the Company of any annual leave, personal leave, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment; and
- d. it must pay its employees and must make any taxation or other deductions required by law, and it is responsible for providing any payment to its Personnel and Representatives.

5.7 A party must pay GST on a Taxable Supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.

5.8 A party making a Taxable Supply to another party under this Agreement must issue a tax invoice to the other party, setting out the amount of the GST payable by that other party.

## 6. INTELLECTUAL PROPERTY AND DATA INFORMATION

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### 6.1 The Company's existing Intellectual Property and Data Information

The Company acknowledges and agrees that all Intellectual Property and Data Information provided or made available to Custm for the purpose of providing services under this Agreement, remains the property of the Company. Custm agrees not use or disclose such Intellectual Property or information for any purpose other than for the purpose of performing its obligations under this Agreement.

### 6.2 Developed Intellectual Property

The Company acknowledges and agrees that all Developed Intellectual Property (excluding Data Information) will vest in, and is assigned to, Custm on creation.

### 6.3 Licence to use Developed Intellectual Property and Data Information

The Company grants Custm a personal, non-exclusive, non-transferable and non-assignable licence to use Developed Intellectual Property, and to use Data Information in connection with the performance of its obligations under this Agreement. No other right is given to Custm or its Personnel or Representatives to use any Data Information except in connection with Custm's obligations under this Agreement.

### 6.4 Custm's existing Intellectual Property

The Company acknowledges and agrees that Custm continues to own all of its Intellectual Property existing at the date of this Agreement, or coming into existence during the term of this Agreement.

### 6.5 Licence to use the Company's existing Intellectual Property

If any material, matter or thing (including software, documentation or data) forming part of the Company's Intellectual Property (excluding Data Information material) is incorporated in or attached to any Developed Intellectual Property, the Company grants Custm a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the Developed Intellectual Property, and for the purposes of its obligations under this Agreement. The Company continually indemnifies Custm against any Loss that Custm incurs or suffers, as a direct or indirect result of a breach of the intellectual property rights of the Company or a third party in connection with providing the Services.

### 6.6 Rights to Data Information

The Company agrees to procure the consent of the owners of personal information contained or provided in connection with any the Data Information that it supplies to Custm for the purposes of performing the Services, in accordance with all relevant Privacy Laws that are necessary for Custm to collect, store and use the Data Information without Loss for the collection, storage and use of that Data Information.

## 7. CONFIDENTIALITY

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7.1 Where a Party receives Confidential Information from the other Party under this Agreement, that Party must:

- a. keep the Confidential Information confidential;



- b. not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement;
- c. not, without Company's written consent, disclose Confidential Information to any person other than its Personnel who need the information for the purposes of this Agreement; and
- d. establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.

7.2 Each Party must ensure that its Personnel comply with its obligations of confidence as if personally bound by such obligations.

7.3 Each Party must immediately on demand, or on completion or termination of this Agreement, return to Company, or destroy if requested by Company, any documents in its possession, power or control containing Confidential Information.

## **8. WARRANTIES**

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8.1 Each Party warrants that:

- a. it has full corporate power to enter into and give effect to this Agreement and to complete the transactions contemplated by this Agreement;
- b. at the date of this Agreement, the execution, delivery and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it;
- c. it holds all licences, permits, consents and authorisations required under any law in relation to the provision of the Services and will continue to do so at all times during the term of this Agreement;
- d. that all information, representations, warranties and undertakings made or given by it to Company before the date of this Agreement, whether in any quotation, tender, correspondence, negotiations or otherwise, are true, complete and accurate in all respects; and
- e. any goods, equipment or materials provided by or used by it in connection with the Services will be of acceptable quality and fit for the purposes described in this Agreement or otherwise made known to it by the Company.

## **9. LIABILITY AND INSURANCE**

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9.1 The Company indemnifies Custm against any Loss arising from:

- a. any breach of this Agreement by the Company or its Personnel or a Representative;
- b. any negligent or wrongful acts or misconduct of the Company or its Personnel or a Representative; and

- c. personal injury, death or loss of or damage to real or personal property caused by the Company or its Personnel or a Representative,

except to the extent that the Loss was caused by or contributed to by the conduct of Custm or its Personnel or a Representative.

9.2 The parties must, from the Commencement Date and at their own cost, effect and maintain the following insurances:

- a. employers' liability and workers' compensation insurance against any liability which may arise at common law or under any relevant workers' compensation legislation (as applicable); and
- b. public liability insurance (as applicable);

and upon a Parties request, must provide with evidence of the terms and currency of the insurances referred to in this clause 10.2.

## 10. TERM AND TERMINATION

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10.1 **Term:** The term of this agreement (Term) commences as set out in Item E of Contract Details and, unless terminated earlier, of subject to expiry, ends at the later of:

- a. the end of the Initial Period and any Further Term Periods (namely any Service Order period); and
- b. the date that all Service Orders have been completed.

10.2 **Further Term:** The Company may extend this agreement for one or more Further Term, or periods by giving Custm at least 20 Business Days' notice before the end of the then-current Term, at the discretion of the Company representative.

10.3 The Company may, prior to the end of the Initial Term, terminate this Agreement immediately by written notice if:

- a. A party commits a serious breach of this Agreement which cannot be rectified;
- b. A party fails to rectify a breach of this Agreement for 60 days after receiving written notice to do so;
- c. A party ceases, or indicates that it is about to cease, carrying on its business; or
- d. A party is subject to an Insolvency Event.

10.4 When this Agreement ends, whether by expiration of the Term or on earlier termination, each party must immediately return all of the other party's equipment, information, documents, records, Data and Information, and other property used by it in the provision of the Services or otherwise in Custm's possession or control, and

the Company must make payment to Custm for Services correctly performed up to the date of termination.

10.5 Any clause of this Agreement that makes provision for continued operation or is intended to survive expiry or termination of this Agreement will survive the expiry or termination of this Agreement.

10.6 Upon termination of the Agreement pursuant to this clause 11, the Company must pay to Custm for the value of work performed (but not invoiced) as at the date of termination.

## 11. DISPUTE RESOLUTION

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11.1 If a dispute arises under this Agreement, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. Nominated senior representatives of both parties must meet within 21 business days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after 5 business days of the scheduled meeting, the dispute remains unresolved, either party may pursue its rights at law.

11.2 No party may bring any legal action or proceeding in relation to any dispute or disagreement concerning this agreement, the performance of a service or the rights or obligations of the parties under this agreement until the dispute resolution procedure set out in this clause has been followed.

11.3 During a dispute, each party must continue to perform its obligations under this Agreement.

11.4 The parties must use their best efforts to resolve any dispute in good faith without involving other parties.

11.5 Clause 11 does not intend restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

## 12. CUSTM SUBCONTRACTORS

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12.1 The Company agrees that Custm may subcontract any part of all of the Services to its independent sub-contractors as a representative of Custm, and the Company hereby grants a sub-licence to the Data Information to Custm sub-contractors solely for the purposes of carrying out the Services (Approved Purpose). Custm agrees that all such sub-licenses must contain confidentially provisions which are consistent with those contained in this Agreement.

12.2 If Custm engages a sub-contractor to perform any part of the services:

- a. Custm is not relieved of any of its liabilities or obligations under this Agreement; and

- b. Custm is liable to the Company for the acts, defaults and omissions of the Sub-contractor (including any of the Sub-contractor's personnel and any sub-contractors it in turn engages), as if they were the acts, defaults or omissions of Custm.

### 13. PRIORITY

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13.1 In the event of any inconsistency, this Agreement must be interpreted in accordance with the following order of priority:

- a. the terms and conditions set out in the body of this Agreement; then
- b. the special conditions set out in any Service Order (if any); then
- c. the terms and conditions of any Service Order other than the special conditions; and then
- d. any other documents or information incorporated by reference into this Agreement.

13.2 The Company must not include terms which are inconsistent with this Agreement (**Inconsistent Terms**) in any Service Order unless those Inconsistent Terms have been agreed between the parties in writing and specifically reference the terms of the Agreement that they are inconsistent with and the reason for the inconsistency is set out in the Service Order.

13.3 If the Company fails to comply with clause 13.2, the Inconsistent Terms will be of no effect and will be severed from the Service Order (to the extent possible).

### 14. FORCE MAJEURE

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14.1 The Seller shall not be liable (and shall be entitled to an extension of time under this agreement) for failure or delay in performance caused wholly or partially by prohibitions or restrictions under any law or by any government or authority, or any act of force majeure including, but without limitation strikes which are not particular to the Seller's workplace, flood, fire, earthquakes, explosion, rioting, civil disturbances, acts of war (whether declared or not) or Acts of God.

14.2 If anything outside that party's reasonable control affecting a party precludes that party partially or wholly from complying with its obligations under this agreement then:

- a. as soon as reasonably practicable after that event arises, it must notify the other party of the event and its consequences; and
- b. to the extent and for the period that it is precluded by that event from complying with its obligations under this agreement, those obligations will be suspended.

14.3 A Party will not be liable for any failure to carry out its obligations under this Agreement where such failure is due to any cause beyond the reasonable control of that Party.

“Force Majeure” means any of the following events:

- a. act of God;
  - b. war, riot, insurrection or sabotage;
  - c. epidemic, pandemic or other causes for lock down directed by authorities which impacts a party to substantially operate business as usual;
  - d. industry wide strike, lockout or ban;
- and which:
- e. is reasonably unforeseen by the party affected by the circumstance (Affected Party);
  - f. is beyond the reasonable control of the Affected Party; and
  - g. occurs without the fault or negligence of the Affected Party.

## 15. GENERAL

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15.1 A party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right.

15.2 The variation or waiver of a provision of this Agreement or a party’s consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

15.3 Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

15.4 This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of this Agreement will be the date on which it is executed by the last party.

15.5 In relation to the subject matter of this Agreement:

- a. this Agreement and any Schedule and Annexure is the whole agreement between the parties; and
- b. this Agreement and any Schedule and Annexure supersedes all prior oral and written communications by or on behalf of any of the parties.

15.6 If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

## 16. GOVERNING LAW AND JURISDICTION

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16.1 This Agreement is governed by the laws of Victoria, Australia.

16.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

### Schedule 1 Service Order

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Any Service Order issued under this Agreement forms part of the terms and conditions of this Agreement.

By signing a Service Order, Custm and the Company agree that the Services referred to in the Service Order will be provided to the Company in accordance with the terms of this agreement and any other conditions specified in the Service Order.

The parties must perform all obligations and may exercise any of their rights under this Agreement to the extent that they relate to this Service Order.

Each Service Order must:

- a. be a request sent by email / a standard form that is signed and dated by the Contract Managers to this agreement;
- b. contain a detailed list of services to be provided;
- c. contain the applicable rates and charges to be paid by the Company (including the Company's budget where applicable) for the services to be provided under the Service Order;
- d. contain the specific Key Performance Indicators (if any) that Custm must achieve in providing the services under the Service Order;
- e. contain any specific reporting requirements (if any) in providing the services under the Service Order; and

any other special conditions (if any) that Custm must comply with in providing the services under the Service Order.