

# HAUSFELD CONSULTING

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ABN 52 518 506 476

## STANDARD CONSULTANCY AGREEMENT TERMS & CONDITIONS

The following terms and conditions govern all consultancy services provided by Garry James Hausfeld (trading as "Hausfeld Consulting") (ABN 52 518 506 476) ("the Contractor"), whether made pursuant to oral or written orders. No order shall constitute a contract unless and until accepted in writing by the Contractor. Acceptance of orders by the Contractor is based on the express condition that the Client agrees to all of the terms and conditions expressed herein.

### 1. Performance of services

(a) The Contractor hereby agrees to undertake supply of consultancy services to the Client in accordance with the agreed Scope of Works, and undertakes to comply with any reasonable requirements relating to the performance of these services which shall be communicated in writing to the Contractor by the Client.

(b) The prices for the services shall be as specified in the written quotation from the Contractor. The prices charged by the Contractor are specific to the Client and the agreed Scope of Works only.

(d) The Contractor will supply all expertise necessary for the provision of the services.

(e) The Client will provide access to any sites, or proprietary information, required to perform the services.

(f) The Contractor will provide the Client with an invoice at the end of each month and/or at the completion of the services. Where the services have been quoted on an hourly or daily rate basis, the invoice shall include the date of each day allocated to the provision of the services and time sheets detailing the time spent in performing the services.

(g) The Client will pay the Contractor the amount stated on each invoice within 30 days of receipt of each invoice.

(h) This Agreement is to remain in effect from the date of receipt of an approved Purchase Order until completion of the works and payment of all outstanding invoices.

### 2. Relationship between the parties

(a) This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party except as provided for in that Agreement.

(b) The Contractor acknowledges and hereby agrees that in relation to the supply of the services under this Agreement it is responsible for compliance with all statutory requirements in relation to trading, including but not limited to the payment of all or any taxes, superannuation, workers' compensation or other charge, levy or obligation imposed by law as a result of this Agreement.

(c) The ownership of any intellectual property, unless in the public domain, generated by or introduced into the services by the Contractor remains at all times with the Contractor unless otherwise specifically agreed in writing.

(d) All written data to be exchanged by the parties to this Agreement shall be regarded as confidential and shall remain the property of the discloser. All such written data shall be immediately returned to the discloser upon written request or at the expiry of this Agreement.

(e) These terms (2(a), (b), (c), (d) and (e)) shall have effect from the date of execution and shall survive the Agreement.

### **3. Confidentiality**

(a) The parties agree that confidential information disclosed to the other party remains at all times confidential and each party indemnifies the other in respect to all loss, damage, claim, liability, cost or expense suffered by the discloser arising from any breach of this Agreement.

(b) The Contractor shall not disclose and shall use its best endeavours to prohibit and prevent the unintentional disclosure of any confidential information concerning the business, strategic plan, methodologies or any other interests of the Client which may come to its knowledge.

(c) The Client acknowledges that the methodology and materials of the Contractor, unless in the public domain, are to remain confidential to the Contractor unless otherwise specifically agreed in writing.

### **4. Force Majeure**

Delay in delivery or non-delivery in whole or in part by the Contractor shall not be a breach of this agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which this agreement is made: (a) Fires, floods or other casualties; (b) Wars, riots, civil commotion, embargoes, governmental regulations, or martial law; (c) Existing or future strikes or other labor troubles, whether involving employees of the Contractor or the Client, and regardless of responsibility or fault on the part of the employer; (d) Delays due to lack of availability of travel or transportation services; and (e) Other Contingencies, whether or not of a class or kind mentioned herein, not reasonably within the Contractor's control.

### **5. Termination**

Either party may terminate this Agreement at any time by seven days written notice to the other party. The Client agrees to give the Contractor two weeks notice if the Agreement is not to be renegotiated at expiry.

### **6. Waiver**

If either party shall waive any breach of this Agreement or forbear to enforce any part of it on any one or more occasion, such waiver or forbearance shall not be taken as evidence against that party and shall not preclude that party from subsequently enforcing any part of this Agreement.

### **7. Disputes**

If any dispute arises involving the performance of this contract or the interpretation of its terms, before resort to legal action is had by either party, it is agreed that if negotiations fail, the parties shall utilise mediation, each party bearing their own costs.

### **8. Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia, and the parties to this Agreement agree to submit, subject to clause (7), to the jurisdiction of its Courts.

### **9. Notices**

Unless otherwise specified in the Agreement or documents collateral to this Agreement, all notices or communications of a contractual nature given in relation to this Agreement by either party to the other party shall be delivered in writing.