

Recitals

iPRO Group Pty Ltd (ACN 160 608 195) (**iPRO**) provides contractor compliance management and verification services.

The Client has requested, and iPRO agrees to provide, the Services to the Client in accordance with the terms and conditions of this Agreement.

1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Contractor Compliance Management Agreement (including the Program Confirmation).

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

Claims includes, in relation to a person or company, a demand, claim, action or proceeding made or brought by or against the person or entity, however arising and whether present, unascertained, immediate, future or contingent.

Client means the person, company or entity set out in Item 1 of the Program Confirmation.

Client Specific Standards means any specified requirements of the Client (annexed to this Agreement in Annexure A) that a Contractor is required to satisfy in order to be deemed Compliant.

Commencement Date means the date set out in Item 2 of the Program Confirmation.

Compliance Determination means a determination made by iPRO as to whether a Contractor is Compliant.

Compliance Standards Manual means iPRO's compliance standard manual specified in Item 8 of the Program Confirmation and as amended from time to time in accordance with clause 7.1.

Compliance Standards means the standards and requirements set out in the Compliance Standards Manual.

Compliant means, in respect of a Contractor, the Contractor complies with all Compliance Standards and Client Specific Standards (if applicable).

Consequential Loss means any indirect or consequential loss including, but not limited to, loss of goodwill, loss of business reputation, loss of future reputation or adverse publicity, or damage to credit rating, loss of use and remote or abnormal loss.

Contractor means any person, group, corporation or other entity who is not an employee of the Client, from whom the Client accepts bids or who the Client hires to provide supervision, labour, materials, or other services in connection with the Client's operations.

Data means all of the data and information which is stored in, processed by or retrievable from the iPRO Platform;

Data Defect means an act or omission of iPRO that results in corruption, unauthorised access or loss of any Data;

Dispute means any dispute arising between the Client and iPRO in respect of this Agreement.

Expiry Date means the date on which the Initial Term ends.

Event of Force Majeure means an event that:

- (a) Is beyond the reasonable control of the party affected by that event
- (b) Causes or results in prevention of the performance by the affected party of any of its obligations under this Agreement
- (c) Could not have been prevented, overcome or remedied by the exercise by the affected party of a reasonable standard of care and diligence,

including, but not limited to; war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, road closures, natural disaster, fire, inclement weather, flooding, cyclone, storm or other severe action of the elements, accidents, road closure, government or statutory restrictions or other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of a party.

Fees means the fees payable by each Contractor to use the iPRO Platform.

Further Term means the period set out in Item 4 of the Program Confirmation.

GST means Goods and Services Tax.

GST Law has the meaning in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Implementation Guidelines means the implementation guidelines referenced in Item 9 of the Program Confirmation and as amended from time to time in accordance with clause 7.1.

Initial Term means the period set out in Item 3 of the Program Confirmation and commencing on the Commencement Date.

Insolvency Event means the occurrence of one or more of the following events in respect of a party:

- (a) A process is filed in a court seeking an order that it be wound up or that a controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within seven days of it being filed; or
- (b) A resolution that it be wound up is passed or proposed;
- (c) A liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- (d) An administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
- (e) It enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
- (f) Any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;
- (g) It is insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth), states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or
- (h) As a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth), it is taken to have failed to comply with a statutory demand.

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

iPRO Platform means the software platform developed and operated by iPRO for the management of Contractor compliance.

iPRO Indemnified Parties means each of the following:

- (a) iPRO;
- (b) All Related Bodies Corporate of iPRO; and
- (c) All directors, employees, contractors, agents, representatives of iPRO and its Related Bodies Corporate.

iPRO's Personnel means the employees, agents or subcontractors of iPRO that are nominated by iPRO to assist in providing the Services.

Misleading Information means any information, Data or documents which are false, inaccurate, misleading, fraudulent or in breach of any law, statute, ordinance or regulation.

Program Confirmation means the contractor compliance management program confirmation signed by the Client.

Related Bodies Corporate has the same meaning as defined in the Corporations Act 2001 (Cth).

Services means conducting Compliance Determinations in respect of Contractors.

Special Conditions means the special conditions set out in Item 6 of the Program Confirmation (if any).

Term means the period of the Initial Term plus any Further Term (if applicable).

2. Term

2.1. Initial Term

This Agreement commences on and from the Commencement Date and continues until the expiry of the Initial Term, unless this Agreement is renewed for a Further Term in accordance with clause 2.2 or terminated earlier in accordance with this Agreement.

2.2. Further Term

Subject to complying with all terms of this Agreement throughout the Initial Term, the Client may renew this Agreement for a Further Term by providing written notice of the renewal to iPRO not less than 3 months before the Expiry Date.

3. Services

3.1. Provision of Services

iPRO must provide the Services to the Client for the duration of the Term.

3.2. Responsibilities of iPRO

iPRO must:

- (a) Provide the Services with due care, skill and diligence; and
- (b) Provide, and must ensure that iPRO's Personnel provide, the Services with due skill, care, prudence and foresight reasonably to be expected in those circumstances.

3.3. Provisions of Services to Others

iPRO may provide Services or similar services to any third parties.

4. Fees

4.1. The Client is not required to pay iPRO any fees under this Agreement in respect of the Services, unless otherwise specified in the Program Confirmation.

4.2. The Parties agree that iPRO will charge Fees to each Contractor.

4.3. iPRO may, acting reasonably, vary the Fees payable by each Contractor from time to time throughout the Term (e.g. annual Fee reviews).

5. Client Obligations

5.1. Client Obligations

The Client must:

- (a) Refer the use of the iPRO Platform and Services to the Contractors;
- (b) Act in good faith when dealing with iPRO, and utilising the iPRO Platform and the Services in accordance with the Implementation Guidelines; and
- (c) Do all things reasonably required to give full effect to the provisions of this Agreement (and the transactions contemplated by it).

6. Intellectual Property Rights

(a) Nothing in this Agreement constitutes, or will result in, a transfer of any Intellectual Property Rights owned by iPRO to the Client.

(b) iPRO retains all right, title and interest in the iPRO Platform and the Intellectual Property Rights subsisting in the iPRO Platform, the Data and the Compliance Standards Manual.

(c) The Client acknowledges and agrees that nothing in this Agreement (nor any act the Client undertakes or perform) will result in any right, title or interest in any Intellectual Property Rights in connection with the iPRO Platform, the Data and the Compliance Standards Manual vesting in the Client.

7. Compliance Standards Manual & Client Specific Standards

7.1. Compliance Standards Manual

The Client acknowledges and agrees that:

- (a) Notwithstanding clause 18.2, iPRO may amend, alter or vary the Compliance Standards Manual or Implementation Guidelines in its absolute discretion from time to time upon providing prior written notice to the Client (Variation Notice); and
- (b) Any amendment, alteration or variation to the Compliance Standards Manual or Implementation Guidelines is effective on and from 10 Business Days after iPRO provides the Variation Notice to the Client.

7.2. Client Specific Standards

The Client acknowledges and agrees that:

- (a) The parties may only amend or vary the Client Specific Standards in accordance with clause 18.2; and
- (b) Any amendment, alteration or variation to the Client Specific Standards are effective on and from 10 Business Days after the amendments Client Specific Standards are agreed between the parties in writing.

8. Goods & Services Tax

8.1. Definitions

In this clause, words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

8.2. Reimbursement of Expenses

If this Agreement requires a party (the First Party) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (Reimbursable Expense) suffered or incurred by the other party (the Other Party), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) The amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (Net Amount); and
- (b) If the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply, such that after the Other Party meets the GST liability, it retains the Net Amount.

9. Access to iPRO Platform

9.1. Licence to Use iPRO Platform

iPRO grants the Client a non-exclusive, Australia wide, non-transferable licence to use the iPRO Platform in accordance with the terms and conditions set out in this Agreement and any terms of use contained within the iPRO Platform.

Use of iPRO Platform

The Client must not add any content to the iPRO Platform:

- (a) That would cause the Client or iPRO to breach any law, regulation, rule, code or other legal obligation;
- (b) That is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- (c) That would bring iPRO, or the iPRO Platform, into disrepute; or
- (d) That infringes the intellectual property or other rights of any person.

9.2. Directions of Use

The Client must comply with iPRO's directions and procedures when accessing the iPRO Platforms and, including security other relevant policies as notified by iPRO to the Client from time to time.

9.3. Operation of iPRO Platform

The Client acknowledges and agree that:

- (a) iPRO retain complete control over the iPRO Platform and may alter or amend the iPRO Platform at any time in iPRO's sole discretion; and
- (b) The iPRO Platform will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

10. Data

10.1. Data Protection

- (a) iPRO must ensure that in performing the Services no part of the Data (as it exists from time to time) is corrupted, deleted or subjected to unauthorised access or use
- (b) If a Data Defect occurs, iPRO must:
 - (i) Notify the Client as soon as reasonably practicable of the Data Defect and impact of the Data Defect, including any impact on the reliability of the Data; and
 - (ii) On request by the Client, rectify the Data Defect as quickly as possible, or if it is unable to do so, co-operate with the Client in remedying or procuring the remedying of the Data Defect.
- (c) iPRO must, in respect of its data and the iPRO Platform, implement and maintain data backup strategies and systems to reduce the risk of data loss, including due to Data Defects.

11. Termination & Suspension

11.1. Termination for Breach

Either party may terminate this Agreement immediately upon written notice to the other party if:

- (i) That other party is in breach of any obligation under this Agreement, and has failed to remedy that breach (where the breach is capable of being remedied) within 14 calendar days' from the date of receipt of written notice of the breach from the non-breaching party; or
- (ii) An Insolvency Event occurs with respect to that other party.

11.2. Effect of Termination

Termination does not affect any accrued rights or remedies of the parties arising on or before the date of termination.

11.3. Suspension

Without limitation to any other provision of this Agreement or rights of iPRO, if the Client is in breach of any term of this Agreement, iPRO may elect to immediately suspend the Clients rights under clause 9 and otherwise suspend providing the Services to the Client upon providing written notice to Client until such time as the Client remedies the breach of the Agreement.

12. Liability & Indemnity

12.1. iPRO's Liability

To the full extent permitted by law, the iPRO Indemnified Parties are not in any way liable for, and the Client indemnifies and releases the iPRO Indemnified Parties in respect of, all actions, Claims, proceedings, losses, Consequential Loss, damages, costs and expenses (including legal fees and expenses on a solicitor/client basis) and other costs or liabilities of whatever nature, whether foreseeable or not, and whether direct or indirect, incurred by the Client as a result of or otherwise in connection with:

- (a) This Agreement;
- (b) iPRO providing the Services to the Client;
- (c) A Contractor providing to iPRO, or otherwise uploading to the iPRO Platform, any Misleading Information;
- (d) iPRO using or relying on any Misleading Information provided by the Contractor for the purposes of making a Compliance Determination; or
- (e) iPRO making an incorrect Compliance Determination in respect of a Contractor, whether due to the Contractor providing Misleading Information or otherwise;

except where the loss has arisen through the negligence of iPRO or iPRO Indemnified Parties. (collectively herein referred to as an “**Excluded Claims**”).

12.2. Undertaking

- (a) The Client undertakes not to commence any proceedings or otherwise make any Claims against the iPRO Indemnified Parties in relation to, or otherwise in connection with, the Excluded Claims.

- (b) This Agreement may be pleaded by the iPRO Indemnified Parties as a bar to all proceedings or Claims brought by the Client against any one or more of iPRO Indemnified Parties in relation to, or otherwise in connection with, the Excluded Claim.

12.3. Benefit of Release

Without prejudice to the ability of the iPRO Indemnified Parties to enforce this Agreement for its own benefit:

- (a) iPRO holds the benefit of each release, discharge, undertaking and covenant not to sue contained in this Agreement to the extent that it is expressed to apply in favour of the iPRO Indemnified Parties on trust for each of the iPRO Indemnified Parties; and
- (b) iPRO may, without the prior written consent of iPRO Indemnified Parties, agree to vary the terms of any release, discharge or covenant not to sue contained in this Agreement to the extent that it is expressed to apply in favour of the iPRO Indemnified Parties.

13. Insurance

13.1. iPRO must take out and maintain during the Initial Term and any Further Term:

- (a) A public liability insurance policy in which the amount payable arising out of any one single claim is not less than \$20 million; and
- (b) A professional indemnity insurance policy in which the amount payable arising out of any one single claim is not less than \$10 million.

13.2. iPRO must deliver certificates of currency of the insurance to the Client before providing the Services and provide reasonable evidence to the Client (upon request) of the currency of the insurance policies from time to time.

14. Special Conditions

- (a) The Special Conditions form part of this Agreement.
- (b) If there is any inconsistency between the Special Conditions and any other terms of this Agreement, the Special Conditions override the other terms to the extent of the inconsistency.
- (c) A Special Condition is not deemed to be inconsistent with another term of this Agreement if the Special Condition and the other term are both capable of being complied with.

15. Force Majeure

15.1. No Liability for Event of Force Majeure

No party will be liable to the other for any failure in the performance or observance on its part of any obligation or condition expressed or implied in this Agreement (other than an obligation to pay money) to the extent that such failure is attributable to an Event of Force Majeure which is not caused by any fault, act or omission of the party seeking to rely on the protection of this clause.

15.2. Reliance on Event of Force Majeure

An Event of Force Majeure may be relied upon by a party only to the extent that it continues to directly affect the performance or observance of this Agreement by that party and the party will resume performance and observance of this Agreement as soon as practicable after termination or abatement of the Event of Force Majeure.

15.3. Obligations of party relying on Event of Force Majeure

A party affected by an Event of Force Majeure must:

- (a) Promptly notify in writing the other party giving full particulars of the Event of Force Majeure and the probable delay in the performance or observance of the obligation or condition;
- (b) Mitigate the effects of the Event of Force Majeure using all reasonable precautions and any reasonable alternative measures; and
- (c) Resume performance of its obligations under this Agreement as soon as practicable but, in any case, no later than 30 days, after termination or abatement of the Event of Force Majeure.

15.4. Dispute in respect of Event of Force Majeure

If an Event of Force Majeure continues:

- (a) For a continuous period of 60 or more days; or
- (b) For successive periods totalling 60 or more days within any period of 90 days;

either party may by notice in writing to the other party raise the Event of Force Majeure as a Dispute to be resolved in accordance with clause 15 (whether the Event of Force Majeure affects that party's or the other party's observance or performance of this Agreement) and failing:

- (c) Resolution of the Dispute to the satisfaction of both parties; or
- (d) The final termination or abatement of the Event of Force Majeure;

within 45 days of the notice raising the Event of Force Majeure as a Dispute, either party may terminate this Agreement by providing five (5) days written notice to the other party.

15.5. Extension of Term

Unless otherwise agreed in writing by the parties, the Term will be extended by any period during which a party is affected by an Event of Force Majeure.

15.6. Labour Dispute

A party affected by an Event of Force Majeure is not required to settle any strike, or other labour dispute on terms contrary to its wishes or contest the validity or enforceability of any law or legally enforceable order by way of legal proceedings.

16. Dispute Resolution

16.1. Limitation to Legal Proceedings

iPRO and the Client may not begin legal proceedings in connection with a Dispute or refer it to arbitration unless the steps in clauses 16.4 and 16.5 have been followed.

16.2. Exception

The limitation in clause 16.1 does not apply:

- (a) To a party in relation to a Dispute where the party wants to apply for equitable relief or urgent interlocutory relief (and clauses 16.4, 16.5 or 16.6 do not apply in those circumstances); or
- (b) To a party who attempts in good faith to comply with clauses 16.4 and 16.5 but cannot because the other party to the Dispute does not comply with those clauses.

16.3. Nomination of Negotiator

iPRO and the Client may nominate their negotiators for the purposes of this clause 16. The negotiators have the authority to bind the party they represent.

16.4. Notification of Dispute

If a Dispute arises, a party must notify the other party to the Dispute in writing. The notice must specify the Dispute and indicate that the notifying party wants the Dispute to be referred to the negotiators.

16.5. Negotiation

- (a) The negotiators must meet (in person, by telephone or otherwise) by the sixth (6th) Business Day after a notice under clause 16.4 is received (or as they otherwise agree) and negotiate in good faith to try to resolve the Dispute.
- (b) Each party to the Dispute is bound by any settlement agreed to in writing by their negotiator and must implement the settlement promptly.

16.6. Commencing Legal Proceedings

If the Dispute is not resolved under clause 16.5, either party to the Dispute may take any further steps they choose (including beginning legal proceedings).

17. Notices

17.1. Notices to be in Writing

Each communication in connection with this Agreement (including a notice, consent, request, waiver or demand) (Notice) has no legal effect unless it is in writing.

17.2. Delivery

A Notice must be:

- (a) Sent by prepaid ordinary post to the address for service of the addressee, if the address is in Australia and the Notice is sent from within Australia;
- (b) Sent by prepaid airmail to the address for service of the addressee, if the address is outside Australia or if the Notice is sent from outside Australia;
- (c) Sent by email to the email address of the addressee; or
- (d) Delivered at the address for service of the addressee.

17.3. Timing of Delivery

If the Notice is sent or delivered in a manner provided by clause 17.2, it must be treated as given to and received by the party to which it is addressed:

- (a) If sent by post from within Australia to an address in Australia, on the 5th Business Day (at the address to which it is posted) after posting;
- (b) If sent by post to an address outside Australia or sent by post from outside Australia, on the 7th Business Day (at the address to which it is posted) after posting;
- (c) If sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (d) If otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

17.4. Facsimiles and Emails

Despite clause 17.3 an email is not treated as given or received if the sender's computer reports that the message has not been delivered.

17.5. Time and Days

If a Notice is served by a method which is provided by law but is not provided by clause 17.2, and the service takes place after 5pm on a Business Day, or on a day which is not a Business Day, it must be treated as taking place on the next Business Day.

17.6. Address for Service

The address for service and email address of iPRO and the Client are as set out in Item 7 of the Program Confirmation.

18. General Provisions

18.1. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all other representations, negotiations, arrangements, understandings or agreements and other communications.

18.2. Variation

No amendment or variation to this Agreement will be effective unless in writing and signed by both parties.

18.3. Severability

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule, law, statute or regulation it is to be severed so that the validity and enforceability of the remaining provisions of this Agreement are not affected.

18.4. Assignment

- (a) Subject to clause 18.4(b), neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- (b) iPRO may assign its rights and obligations under this Agreement to:

- (i) A successor in connection with any merger, acquisition, or sale of all or substantially all of iPRO's business or assets to which this Agreement relates; and
 - (ii) Any related body corporate of iPRO
- (c) Any attempted assignment in violation of this clause 18.4 will be void and without effect.

18.5. Set-Off and Deductions

iPRO may, at any time, set-off or deduct amounts owed by the Client to iPRO from the amounts owed by iPRO to the Client.

18.6. Continuing Indemnities

The indemnities provided by the Client under this Agreement are continuing indemnities and are not in any way affected by:

- (a) The Term expiring
- (b) The Agreement being terminated; or
- (c) iPRO granting any time, concession or other indulgence to the Client or releasing the Client wholly or in part from any obligation under this Agreement.

18.7. Relationship

iPRO and the Client acknowledge and agree that:

- (a) iPRO is an independent contractor for the provision of Services to the Client on the terms of this Agreement
- (b) Nothing in this Agreement creates, or may be considered or interpreted as constituting, the relationship of the parties as that of employer and employee, partners, joint ventures or principal and agent. Each party must not at any time make any statement or representations which is inconsistent with this relationship.

18.8. Right of Negotiation

The Client acknowledges and agrees that prior to iPRO commencing any Services, the Client was given an opportunity to negotiate the terms and conditions of this Agreement and the terms and conditions of this Agreement were not in any way offered on a take it or leave it basis.

18.9. Waiver and Variation

- (a) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver.
- (b) A provision or a right under this Agreement or a right created may not be waived, except in writing signed by the party waiving such right.
- (c) No variation to this Agreement will be effective unless in writing and signed by iPRO.

18.10. Survival

Clauses 12 and 18.6 survive any termination of this Agreement.

18.11. Governing Law

This Agreement is governed by, and construed in accordance with, the laws of the State of Victoria, Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.