

# **GENERAL TERMS & CONDITIONS**

## **AWF BOOKKEEPING (AWFBK)**

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## **Back ground :**

Client wishes to obtain services and AWF BK is willing to provide certain operational services including but not limited to Bookkeeping and Accounting Services, subject to and in accordance with the terms and conditions of this Agreement.

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **1. GENERAL**

1.1 In this Agreement, unless the context requires otherwise:

- (a) references to statutes or statutory provisions will include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinate legislation made under them.
- (b) references to any party will, where relevant, be deemed to be references to or include, as appropriate, their lawful successors, assigns and transferees, use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership and other body or entity and (in each case) vice versa; and
- (c) The headings will not affect interpretation.

### **2. TERM**

2.1 The term of this Agreement will commence on the quotation acceptance date and will continue unless terminated by either party.

2.2 Notwithstanding the termination of this Agreement pursuant to Clause 16, its provisions shall continue in full force and effect for a period as necessary for the completion of any work in progress.

### **3. PROVISION OF SERVICES**

3.1 AWF BK will perform each Work Order as specified by the customer. Unless otherwise specified, each Work Order Request shall be carried out in the following two (2) phases ("Phases"):

Phase 1 – Transition Period.

Phase 2 – On-going Services.

3.2 Whenever Client, or an Affiliate requires, and AWF BK agrees to provide Services the instruction need to be in writing.

3.3. AWF BK shall provide the Services to Client, in accordance with:

- (a) Reasonable care and skill;
- (b) The terms and requirements of the customer
- (c) The terms of this Document.

3.4 Each party shall provide the other party with all information reasonably requested by that other, so that the other party can perform its obligations under this Agreement.

3.5 AWFBK shall procure, install, manage, repair and keep updated the facilities, required to provide Services specified. Client shall provide telecommunication links and Systems access to AWFBK required to provide Services as specified.

(a) AWFBK agrees to provide the Services at the rates and charges as per the quote.

#### **4. AWFBK OBLIGATIONS - GENERAL**

In performing the Services, AWFBK shall:

- 4.2 Comply with all applicable national and international laws, regulations, and ordinances as applicable and relating to AWFBK for the provision of the Services pursuant to this Agreement.
- 4.3 Procure the Personnel and ensure their use of reasonable skill and care in the performance of the Services and replace them if reasonably requested by the Client.
- 4.4 Ensure the availability of the necessary hardware/software in order to provide the Services.
- 4.5 Ensure that it has the level of resources and the number of suitably skilled and qualified Personnel continuously devoted to the provision of the Services to ensure that the Service Levels are met.
- 4.6 Provide the Services in a timely and efficient manner in accordance with the timetable at least to the standards generally observed in the industry for similar services.
- 4.7 Provide reasonable co-operation with Client's employees and other consultants where necessary for the proper performance of the Services.
- 4.8 Notify Client of any circumstances which are not Force Major Events, which might impair or prevent the provision of the Services which arise at any time during the term of this Agreement.
- 4.9 Procure the availability of the Key Personnel to provide the Services to Client on such days and at such times as Client may reasonably require throughout the term.
- 4.10 Provide reasonable co-operation with any other consultants, contractors, advisors or auditors engaged by Client on other assignments, where such assignments have an impact on the Services (and/or vice versa) and, in particular, AWFBK shall not misuse its status as manager of any of the Services to hinder the provision of other services to Client by third parties;
- 4.11 Provide Client with reasonable assistance in their dealings with their other suppliers insofar as problems arise in the interface between the products or services provided by other supplier's and the Services supplied by AWFBK;
- 4.12 Co-operate with Client generally and, in particular, provide Client with any information relevant to the performance by Client of its obligations under this Agreement and
- 4.13 Ensure that documented control features are in place to monitor inbound and out bound communications (include but not limited to e-mails, on line communications, on line chats sms and images) to protect sensitive customer information.

#### **5. CLIENT'S OBLIGATIONS AND WARRANTIES – GENERAL**

- 5.1 Client shall comply with such obligations as per agreement.
- 5.2 Client shall comply with all national, international laws, regulations applicable to the receipt of Services and its business.
- 5.3 Client warrants to AWFBK that Client has, or shall obtain, all rights, licences, permissions and approvals necessary for Client to perform its obligations under this Agreement and Client shall where appropriate pass on the benefit or sub-license of such rights, licences, permissions and approvals to AWFBK.
- 5.4 Client shall provide AWFBK with all information reasonably requested by AWFBK, so that AWFBK can perform its obligations under this Agreement

#### **6. MANAGEMENT OF THE SERVICES**

- 6.1 Client shall appoint a point of contact supply the details.

6.2 AWFBK shall appoint a Account Manager, who shall have day to day responsibility for the provision of the Services, including implementation of the Services. AWFBK shall have the right to replace such Manager from time to time.

6.3 The parties shall ensure that the Principal Client Manager and the Account Manager:

- (a) Each meet(online or in person ) at least monthly to discuss the Services, including:
  - (i) Contract compliance.
  - (ii) Any issue of concern or interest to either party; and
  - (iii) Proposed solutions for addressing issues of concern.
- (b) Contact regularly to discuss:
  - (i) Issues relating to technical coordination.
  - (ii) Performance by each party's Personnel.
  - (iii) Any proposed changes in AWFBK Personnel or the Key Personnel; and
  - (iv) Future developments between AWFBK and Client in relation to this Agreement
  - (v) A report shall be submitted on monthly basis on the matters that have been discussed.

## 7. **PRICING**

7.1 The Charges shall be payable as per the quotation .

7.2 The Charges shall be revised for inflation and increased at an agreed percentage as mutually agreed by parties.

## 8. **PAYMENT**

8.1 In consideration of the provision of the Services and all other activities and services to be provided by AWFBK under this agreement, Client shall pay to AWFBK the Charges set out in the quote.

8.2 AWFBK shall provide Client with supporting documentation in relation to each invoice .

- (a) An invoice shall be issued for block of 10 hours in advance to Client by AWFBK in respect of the service
- (b) Up on payment AWFBK will provide the customer with a credit note for value of above (a)
- (c) Service invoices to be raise fortnightly
- (d) Credits will be applied to fortnightly invoices until credit runs out .
- (e) Once the credit block runs our AWFBK will raise a new invoice for next 10 hour pre pay block

## 9. **RIGHTS OF VISIT/AUDIT**

AWFBK shall provide (and by this Clause grants) Client and such auditors and inspectors as Client may from time to time designate with a right of access to relevant AWFBK premises during Business Days provided there is written notice, where.

9.1 All costs pertaining to such audit initiated by the Client shall be borne by the Client.

9.2 Any third parties who have access to the Records and/or the Sites pursuant to this Clause 9 must enter into a confidentiality agreement with AWFBK prior to gaining access to such Records.

## 10. **TECHNOLOGY USE**

AWFBK shall be entitled to access Client's Systems (including relevant Third-Party Systems) on a non-exclusive basis to provide the Services.

- 10.1 AWFBK shall:
- 10.2 Comply with the relevant Client IT Policies notified to it prior to the Commencement Date. Client IT Policies shall be updated from time to time by way of the Change Control Procedure and AWFBK shall comply with such amended or new Client IT Policies;
- 10.3 take all necessary steps in accordance with Best Industry Practice to prevent any Viruses being introduced onto any of the Client Systems or any other information technology (including computer hardware) used by AWFBK to provide the Services to Client (and ensure that its Personnel do the same); and
- 10.4 Except as permitted by this Agreement in relation to the provision of the Services, not access or attempt to access Client Systems, or permit its Personnel to do so.
- 10.5 Client shall take all necessary steps in accordance with Best Industry Practice to prevent any Viruses being introduced onto any of the Systems used by AWFBK or any other information technology (including computer hardware and software) used by AWFBK to provide the Services to Client and ensure that its Personnel do the same).

## 11. CLIENT DATA AND SECURITY

- 11.1 AWFBK shall, in accordance with Best Industry Practice:
- 11.2 ensure that no unauthorised third party will, as a result of any act or omission of AWFBK or its Key Personnel or Personnel, obtain access to any Client Data or any information forming part of or being used in connection with the Services of AWFBK under this Agreement;
- 11.3 Apply security procedures to minimize the risk of any loss, destruction, corruption or alteration of Client Data in the possession or control of or entrusted to or accessed by AWFBK (subject to the approval of Client, such approval not to be unreasonably withheld); and
- 11.4 Ensure that it and its Personnel do not deliberately or negligently mis-appropriate, corrupt or erase Client Data on the Client Systems.
- 11.5 AWFBK has standard measures in place to avoid business interruptions which will be exercised with the written consent of the Client during a business continuity or disaster recovery situation.

## 12. PERSONNEL

- 12.1 AWFBK shall ensure that;
- (a) It has sufficient Personnel to perform its obligations under this Agreement; and;
- (b) its own Key Personnel are actively involved in supplying the Services.
- 12.2 it does not replace any of its own Key Personnel with another person (“**Replacement**”) unless:
- (a) the parties agree that that member of Key Personnel need no longer be actively involved in relation to the Services (Client shall not unreasonably withhold such agreement); or
- (b) A member of AWFBK’s Key Personnel elects to resign or is dismissed by AWFBK or is absent through illness, AWFBK shall, to the extent reasonably practicable, give Client reasonable notice of the impending resignation, dismissal or absence of the member of Key Personnel; or
- (c) Client reasonably requests AWFBK to replace that person.
- and the following requirements are met:
- (d) AWFBK’S’s Replacement has qualifications and experience reasonably necessary to perform the

Services.

- (e) Client gives its approval to the identity of the AWFBK Replacement (Client shall not unreasonably withhold or delay such approval) and
- (f) There will be an agreed handover plan.

### 13. **NON-SOLICITATION OF EMPLOYEES**

Neither party shall (except with the prior written consent of the other) during the term and for a period of twelve months thereafter, solicit the services of any staff of the other party who have been engaged in the provision of the services or the management of this agreement or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement

### 14. **WARRANTIES**

14.1 AWFBK warrants to Client:

14.2 That the Services shall comply materially accordance with the written instructions and

14.3 That it will carry out its obligations under this Agreement with reasonable skill and care using suitably qualified personnel.

14.4 that it will carry on the Services within applicable laws.

14.5 Client warrants that it owns and/or has the right to use and license the use of Client Data, Client Systems, Third Party Systems and other software/hardware that is provided to AWFBK by Client under this Agreement.

14.6 Each party warrants to the other that it has, or shall obtain, all rights, licenses, permissions and approvals necessary for it to perform its obligations under this Agreement.

14.7 Each party warrants to the other that it has full power and authority to execute, deliver and perform its obligations under this Agreement.

### 15. **LIABILITIES**

15.1 No provision in this Agreement shall be construed as excluding or limiting either party's direct liability in any way;-

15.2 In respect of death or personal injury caused by its gross negligence; or

15.3 For its fraud or fraudulent misrepresentation; or

15.4 Breach of Clause 21 (Confidentiality).

15.5 In no event shall either party be liable to the other for indirect or consequential loss or damage, or for loss of actual or anticipated revenues, profits or goodwill (direct or otherwise and whether caused by negligence or otherwise).

15.6 Subject always to Clause 17.1 each party's aggregate liability for all direct losses, liabilities and damages arising out of or in connection with this Agreement (whether caused by negligence or otherwise) shall in no event exceed in any Year a sum equal to the Charges payable during the previous three (03) months .

15.7 Service credits, if any provided by AWFBK to the Client in the aforesaid 6 month period shall be deemed to be a liability of AWFBK under this Agreement and shall be included in calculation of the aforesaid limit of

liability of AWFBK.

15.8 It is hereby agreed between the Parties that any liability of AWFBK arising out of its breach of obligations under this Agreement shall be only towards the Client and in no event shall AWFBK be liable to the Client's customer or other third party for any indirect damages / consequential losses such as loss of profits, loss of business, revenue or goodwill or any type of special, indirect or consequential loss arising from negligence, breach of contract or otherwise.

## 16. **TERMINATION OF AGREEMENT**

18.1. This Agreement may be terminated by either party by giving notice in writing to the other in the following scenarios:

18.2. By Client by serving a prior notice of Ninety (30) days to AWFBK of its intention to terminate for convenience.

## 17. **CONSEQUENCES OF TERMINATION AND SEAMLESS HANDOVER**

17.1 AWFBK shall co-operate fully with Client and any Successor Supplier (including by providing all necessary information, access to materials and Personnel, and working alongside the Successor Supplier for a reasonable period of time);

17.2 AWFBK shall provide all such other assistance reasonably requested by Client at a price agreed by the quote.

17.3 At the end of the handover Period, AWFBK shall cease accessing the Client Systems and return any hardware and software supplied as part of such Systems to the Client;

17.4 AWFBK shall return all Client Data, Client Intellectual Property and Client Confidential Information in its possession or under its control to Client if requested by the Client to do so;

17.5 Upon termination of this Agreement for whatever reason all rights and obligations of the parties under this Agreement will automatically terminate except for any accrued rights and liabilities and the provisions which expressly or by implication come into or continue in force on or after such termination.

## 18. **INDEMNITY**

20.1 AWFBK will indemnify Client and keep Client fully and effectively indemnified against all direct liabilities, reasonable and necessary costs, damages and expenses incurred by Client arising as a result of any claims that the provision of AWFBK Services by AWFBK infringes the intellectual property rights of any third party.

20.2 Client will indemnify AWFBK and keep AWFBK fully and effectively indemnified against all direct liabilities, reasonable and necessary costs, damages and expenses incurred by AWFBK arising as a result of any claims that any Client Data, software products owned, used or licensed by Client and used by AWFBK in the provision of AWFBK Services infringes the privacy rights or intellectual property rights of any third party provided that:

20.3 AWFBK will promptly notify Client in writing of any allegations of infringement of which it has notice and will not make any admissions without Client's prior consent in writing.

## 19. CONFIDENTIALITY

21.1 Subject to any obligations to disclose information to consultants, contractors, advisers, auditors or Affiliate Companies under this Agreement, the Receiving Party will treat as confidential and keep secret the Confidential Information of the Disclosing Party and will not, except where required to do so by a Court or other competent authority, without the prior consent in writing of the Disclosing Party disclose the Disclosing Party's confidential information to any person except to its own employees or contractors (and then only to those who need to know the same) or to its auditors or professional advisors or to any person having a legal right, duty or obligation to have the Confidential Information disclosed to them, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party.

21.2 The Receiving Party will ensure that any person to whom it discloses the Disclosing Party's Confidential Information under Clause 0 above is made aware before disclosure that it is confidential and that they owe a duty of confidence to the Disclosing Party.

21.3 The Receiving Party will notify the Disclosing Party immediately upon becoming aware of any breach of confidence by any person to whom the Receiving Party discloses all or any part of the Disclosing Party's Confidential Information and the Receiving Party will give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such person as a result of the breach of confidence.

21.4 AWF BK shall obtain declaration of secrecy in a format mutually approved by the Parties from each and every Personnel to ensure confidentiality.

## 20. DISPUTE RESOLUTION

22.1 If a dispute arises between the parties concerning this Agreement or any of the parties' respective rights or obligations under it, the dispute will be referred for resolution to the following persons or their notified replacements:

(a) In the case of AWF BK:

1. Level 1 - Client Account Manager – AWF BK (Australia)

If the dispute cannot be resolved in ten (10) Business days,

2. Level 2 - Principal - AWF BK (Australia)

(b) In the case of Client:

1. Principal Client Manager – Client

2. Client Owner/Director

22.1 Nothing in this Clause shall prevent a Party from making any application to a court to obtain a remedy (including an injunction) at law or in equity in relation to the dispute.

## 21. NOTICES

All notices required to be given under this Agreement will be in writing and will be sent to the addresses of

the other party as stated below:

(a) Client Registered Office Address

(b) AWFBK Registered Office Address

22. **FORCE MAJEURE**

22.1 Neither party is liable for failure to perform, or for a delay in performing, any of its obligations under this Agreement insofar as the performance of such obligations is prevented by a Force Majeure Event.

22.2 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of a Force Majeure Event shall use reasonable endeavors (without being obliged to incur any inappropriate, excessive or unreasonable expenditure or cost) to bring that event to a close or to find a solution by which this Agreement or the Services (as appropriate) may be performed despite the continuance of the Force Majeure Event.

22.3 To the extent that the Force Majeure Event makes compliance with the Services Levels impossible AWFBK shall be excused from having to supply the Services in accordance with the Service Levels.

22.4 For the purposes of this Agreement, a "Force Majeure Event" means acts of God, riots, war, terrorism, strikes, epidemics, governmental regulations superimposed after the fact, fire or natural disasters or any other event outside the reasonable control of the affected party.

