

KARINGAL ST LAURENCE LIMITED (ACN 614 366 031) of 21-29 Reynolds Road, Highton VIC 3216 (genU)

Dated 1 August 2021

RECITALS

- A. genU has agreed to engage the Supplier to provide the Goods and/or Services on the terms and conditions set out in this document.
- B. The Supplier has represented that it is experienced in the supply of such Goods and/or Services.

OPERATIVE PART

1. Definitions and Interpretation

Definitions

In these terms, unless the context otherwise requires:

- (a) **Commencement Date** means the earlier of the date of the Purchase Order or the date of the commencement of the provision of the Goods and/or Services.
- (b) **Confidential Information** means any information provided by genU or any of its representatives to the Supplier or any Supplier Personnel, in connection with genU, its assets, business or affairs or the Goods and/or Services. It excludes any information which is or becomes generally and readily available in the public domain, other than by a breach of confidence by the Supplier.
- (c) **Goods means the goods specified in the Purchase Order (if any).**
- (d) **GST means:**
 - (i) the same as in the GST Law;
 - (ii) any other goods and Services tax, or any tax applying to the Purchase Order in a similar way; and
 - (iii) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- (e) **GST Law** means the same as "GST law" in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (f) **Information Security** means protecting information and information systems from unauthorised access, use, disclosure, disruption, modification, or destruction in order to preserve the confidentiality, integrity and availability of information.
- (g) **Intellectual Property Rights** means all rights in present and future copyright, registered and unregistered trademarks, designs and patents, trade secrets, rights in Confidential

Information and all rights conferred under statute, common law or equity in relation to the foregoing.

- (h) **Invoice** means an invoice issued by the Supplier in relation to the provision of the Goods and/or Services.
- (i) **Personnel** means the directors, officers, employees, related bodies corporate, volunteers, workers, and representatives including agents, consultants, contractors and sub-contractors or franchisees of:
 - (i) genU or the Supplier; or
 - (ii) a Sub-contractor of the Supplier.
- (j) **Premises** means the premises for the performance of Services or delivery of Goods as set out in the Purchase Order or otherwise advised by genU.
- (k) **Price of Goods** means the agreed prices, fees and charges set out in the Purchase Order.
- (l) **Price of Services** means the agreed prices, fees and charges set out in the Purchase Order.
- (m) **Privacy Legislation** means laws in respect of privacy of individuals including, without limitation, the *Privacy Act 1988* (Cth) and the notifiable data breaches scheme under Part IIIC of the *Privacy Act 1988* (Cth).
- (n) **Purchase Order** means a purchase order issued by genU for the Goods and/or Services to be provided by the Supplier.
- (o) **Services** means the agreed services to be provided by the Supplier to genU as specified in the Purchase Order and/or such other services as the Supplier and genU agree in writing from time to time (if any).
- (p) **Supplier Code of Conduct** means the genU Supplier code of conduct which is available on genU's website or on request from genU.

Interpretation

- (a) These terms are governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- (b) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation.
- (c) Headings used in these terms are for convenience and ease of reference only.
- (d) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders.
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.

- (g) Obligations under these terms affecting more than one party bind them jointly and each of them severally.

2. Term

Subject to any rights of early termination contained in clause 11, these terms apply from the Commencement Date until the Supplier has completed the provision of the Goods and/or Services.

3. Relationship

The Supplier is an independent contractor and not an employee, partner, joint venture partner or agent of genU.

4. The Supplier's Warranties

The Supplier warrants that:

- (a) it is a company duly incorporated in Australia and has the power and authority to provide the Goods and/or Services on the terms set out herein;
- (b) it will have all permits, licences and authorisations required in relation to the provision of the Goods and/or Services;
- (c) it will comply with all statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the provision of the Goods and/or Services;
- (d) it has made all enquiries of genU for the purpose of making an informed assessment of its ability to enter into and to perform all of the obligations required to provide the Goods and/or Services; and
- (e) it has exercised its own judgment in accepting the Purchase Order and has not relied on any warranty or representation made by genU, its officers, employees or agents, save as specifically set out in the Purchase Order or these terms.

5. Exclusivity and Restraint

Neither genU nor the Supplier are required to deal with each other on an exclusive basis in relation to any of the Goods and/or Services which are the subject of the Purchase Order.

6. Payment and invoicing

Subject to the Supplier providing the Goods and/or Services in accordance with these terms, genU will pay the Supplier in accordance with the Price of Services or Price of Goods in the manner and at the times provided for in the Purchase Order or Invoice.

7. Goods and Services Tax (GST)

- (a) Terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Act**") have the same meaning when used in this clause 7.
- (b) Unless expressly stated otherwise, if a supplier makes a supply under or in connection with the Purchase Order and is liable by law to pay GST on that supply:
 - (i) the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the supplier; and
 - (ii) the recipient of such supply must pay or cause to be paid, the GST to the supplier at the same time and in the same manner as the payment of the consideration.
- (c) The entity making the taxable supply must provide a valid tax invoice as a precondition for payment by the recipient of the GST.
- (d) If under the Purchase Order, a party is liable to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party in connection with the Purchase Order, the amount required to be paid, reimbursed or contributed to by the first party will be reduced by the amount for which the second party can claim an input tax credit, partial input tax credit or other like offset.
- (e) Unless otherwise specified in these terms or agreed in writing by genU, the Supplier:
 - (iii) must at all relevant times be registered for GST in accordance with the GST Act and must have an Australian Business Number ("**ABN**") and have complied with all other requirements specified in the GST Act; and
 - (iv) must advise genU of its ABN and any other information reasonably required by genU for the purpose of compliance with the GST Act.
- (f) If an adjustment event arises in respect of a supply, an adjustment note must be provided and the GST amount must be adjusted to reflect the adjustment event. The recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment.
- (g) Unless otherwise specified in these terms, the Supplier must provide genU with a valid tax invoice in relation to the Goods and/or Services prepared in accordance with the provisions of the GST Act.

8. Insurance

The Supplier must obtain and maintain during the term a current policy or policies of insurance for the amounts as customarily required or as requested by genU. If requested by genU, the Supplier must provide to genU satisfactory evidence of insurance(s).

9. Goods

(a) Delivery

The Supplier will supply the Goods to genU on the date specified (and on such other dates as genU may from time to time notify) and to the Premises specified in the Purchase Order (or other such place as will from time to time be notified by genU), in accordance with the relevant delivery guidelines specified by genU.

(b) Title and Risk

The title in the Goods, free and clear of any mortgages, charges or other encumbrances, will pass to genU upon actual delivery of the Goods to genU's designated point of delivery, and after genU has a reasonable opportunity to inspect the Goods.

Until such delivery and inspection, the Goods will be solely at the risk of the Supplier and the Supplier will be responsible for insuring such Goods until they are delivered.

(c) Other Obligations

- (i) The Supplier will ensure all Goods are new, of merchantable quality, free from any defects, fit for their purpose and packed and marked as required by genU and any applicable regulations.
- (ii) The Supplier must provide all necessary technical documents, operating and service manuals and warranty documents relating to the Goods.
- (iii) The Supplier must ensure that the Goods do not infringe any Intellectual Property Rights of any third party whether under statute or otherwise.

10. Services

(a) Compliance and Safety

In providing the Services, the Supplier must ensure that its Personnel are trained, hold the appropriate licenses, comply with all laws, regulations and genU's policies, observe health and safety standards and follow the directions of genU's Personnel whilst on any genU site.

(b) Supplier's Personnel

- (i) The Supplier will ensure that its Personnel engaged to provide the Services have the requisite expertise, knowledge, skill, experience, resources and systems to provide the Services.
- (ii) The Supplier will be responsible for providing adequate oversight and be responsible for the overall management of its Personnel and the manner in which they perform the services.

- (iii) genU may on reasonable grounds notify the Supplier that a member of its team is unacceptable, requiring the Supplier to replace that person.
- (iv) The Supplier will ensure that the provision of the Services will not infringe any Intellectual Property Rights of any third party whether under statute or otherwise.
- (v) The Supplier is solely responsible for all pay, entitlements and other benefits for its Personnel. The Supplier indemnifies genU from and against any liability or claim arising out of a failure by the Supplier to observe the Supplier's obligations to its Personnel.

(c) **Use of Equipment**

The Supplier will ensure that equipment used by it is safe, fit for the work it is to undertake and is properly maintained during its operation.

genU may on reasonable grounds reject the use of equipment that does not meet these requirements.

(d) **Incident Reporting**

As soon as becoming aware of an incident (such as an accident or information breach or otherwise) related to the Goods and/or Services, each party must inform the other and take such action to appropriately deal with the situation. The party responsible will provide a detailed written report setting out the cause of the incident and all other relevant information as soon as practicable after the incident.

11. Termination

- (a) In addition to any other rights to terminate or other remedies it may have under the Purchase Order, genU may terminate the provision of the Goods and/or Services for any reason and at any time by providing the Supplier with 30 days' written notice of its intention to terminate. This right is not limited or affected by the other termination rights set out below.
- (b) Either Party may terminate the provision of the Goods and/or Services immediately by notice in writing if:
 - (i) the other Party is in material breach of any of these terms and fails to remedy such breach within 14 days after the date on which written notice of such breach has been served on the other Party;
 - (ii) the other Party becomes insolvent, bankrupt or is unable to pay its debts when they fall due or commits an act of bankruptcy or an order is made or a resolution is passed for the winding up of the other Party, except for the purposes of amalgamation or reconstruction; or
 - (iii) the other Party enters a compromise or arrangement with creditors or a receiver or manager or administrator is appointed to the other Party or over its assets.
- (c) Without limiting the application of clause 11(b)(i), the Supplier agrees that any breach by the Supplier of clauses 12, 15, 16, 17 or 18 will be deemed a material breach of these terms.
- (d) Clauses 8, 15, 16 and 17 will survive the termination or completion of the provision of the Goods and/or Services.

12. Laws and Ethical Standards

The Supplier must comply with the genU Supplier Code of Conduct and all statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the provision of the Goods and/or Services.

The Supplier should support the principles of the *United Nations Global Compact*, the *UN Universal Declaration of Human Rights* as well as the *UN Convention on Rights of Persons with Disabilities*, *UN Convention on the Rights of the Child* and the *1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work*, in accordance with the genU Supplier Code of Conduct and national laws and practice. This especially applies to:

(a) **Child Labour**

The Supplier must not employ children under the legal age of employment in any country or local jurisdiction. Supplier Personnel under the age of 18 must only perform work in accordance with legal requirements and subject to any requirements regarding education or training.

(b) **Forced Labour**

The Supplier must not use any form of forced, bonded or involuntary labour. Supplier Personnel must be allowed to maintain control over their identification documents and the Supplier must ensure that Personnel do not pay fees or make any payment connected to obtaining employment throughout the hiring process or during the employment period. The Supplier must be responsible for payment of all fees and expenses relating to any of its Personnel where legally required.

Punishment, mental and/or physical coercion are prohibited. Disciplinary policies and procedures must be clearly defined and communicated to all Supplier Personnel.

(c) **Diversity and Discrimination**

The Supplier must promote an inclusive work environment that values the diversity of its Personnel. The Supplier must not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under law.

The Supplier agrees that discrimination, bullying or harassment or any acts of violence, including violence against women, will not be tolerated by genU or at any genU sites and the Supplier must take reasonable action to resolve misconduct relating to the Supplier or any Supplier Personnel.

13. Subcontracting

The Supplier must not subcontract any work in relation to the Goods and/or Services to any third party without genU's prior written consent.

14. Assignment

(a) genU may assign any rights or benefits under the Purchase Order at any time.

- (b) The Supplier may not assign any rights or benefits under the Purchase Order or these terms without genU's prior written consent.

15. Confidentiality

The parties agree that they will keep confidential and not divulge either directly or indirectly any information relating to the business, processes, systems, employees, Personnel or affairs of the other party which is of a confidential or private nature or which is not otherwise in the public domain, save to the extent that the disclosure may be required by statute or may reasonably be required for the purpose of enabling the parties to fulfil their respective obligations under the Purchase Order and these terms or as may otherwise be required by law. This clause will have force after the provision of the Goods and/or Services.

The Supplier must immediately notify genU if there is an actual or suspected breach of this clause.

Nothing contained in these terms excludes the right of genU at common law or in equity to protect its Confidential Information by application to any court for injunction or otherwise.

16. Intellectual Property

The Supplier agrees and acknowledges that genU owns all Intellectual Property Rights in any Confidential Information, other information, data, documents, files or materials provided to the Supplier in connection with the provision of the Goods and/or Services.

Any data, documents, files or materials printed, developed, collected or otherwise coming into existence as a result of, for the purposes of, or in connection with the provision of the Goods and/or Services (as applicable) and any Intellectual Property Rights therein are hereby vested in and assigned to genU.

17. Privacy Obligations

The Supplier must not collect, use, disclose, store, transfer or otherwise handle personal information provided to or accessible by it in connection with the provision of the Goods and/or Services except in accordance with:

- (a) any Privacy Legislation that applies to the Supplier; and
- (b) such reasonable policies or directions relating to the collection, use, disclosure, storage, transfer or handling of personal information as are notified by genU to the Supplier from time to time, and will take all steps reasonably necessary to avoid causing genU to be in breach of any Privacy Legislation.

In relation to any of the Supplier's obligations to collect, use, disclose, store, transfer or otherwise handle personal information, it is the Supplier's obligation to obtain the necessary consents or agreements to ensure that it may comply with these obligations without breaching Privacy Legislation, confidentiality obligations, or any other rights.

The Supplier must immediately notify genU if there is an actual or suspected breach of this clause.

18. Information Security

The Supplier must take all necessary and reasonable steps to prevent Confidential Information from being disclosed to any unauthorised person, including:

- (a) implementing and maintaining all reasonable precautions to protect the Supplier's computer systems and platforms from unauthorised access, modification or disclosure; and
- (b) ensuring that relevant Supplier Personnel receive appropriate Information Security awareness training.

19. Amendment

An amendment or variation to these terms is not effective unless it is in writing and signed by all the parties.

20. Waiver

Any waiver by a party to a breach of these terms will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

21. Severability

If anything in these terms is unenforceable, illegal or void, it is severed and the rest of these terms remain in force.

22. Notices

A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:

- (a) delivered personally; or
- (b) posted to their address where it will be treated as having been received on the second business day after posting; or
- (c) sent by email to their email address where it will be treated as received when it enters the recipient's information system.