NCS GENERAL TERMS

AGREEMENT STRUCTURE

G1 Term

G1.1 Term: The term of this agreement (Term) starts on the Start Date and, unless terminated earlier in accordance with these terms, ends on the End Date.

G2 Ordering

G2.1 Statements of Work: The parties may agree further terms for a specific scope of Services in a Statement of Work (**SOW**).

G2.2 Customer Group Entities:

(a) All Customer Group Entities may receive, use and enjoy the benefits of the Services;

(b) Customer will be entitled to recover all Loss suffered or incurred by Customer Group Entities and their Personnel in connection with this agreement (Group Entity Loss), as though that Loss was suffered or incurred by Customer, where Customer would have been entitled to recover that Loss from NCS under this agreement had Customer suffered or incurred that Loss itself. Provided that, Customer must ensure that no Customer Group Entity (other than Customer) brings a Claim against NCS in respect of any Group Entity Loss; and

(c) Customer must ensure that Customer Group Entities comply with all relevant obligations under this agreement.

GENERAL OBLIGATIONS

G3 General obligations

G3.1 Provision of Services: NCS must provide Services in accordance with this agreement (including any Specifications).

G3.2 Location: NCS must provide Services from the Locations specified in the relevant SOW.

G3.3 Timing: NCS must use all reasonable endeavours to meet any timing requirements set out in the relevant SOW.

G3.4 Dependencies: The Services are dependent on the Dependencies set out in the relevant SOW. If a Dependency is not met or ceases to be true, the parties must negotiate in good faith to agree a variation to the agreement to address the Dependency.

G3.5 Customer Inputs: Customer must provide the Customer Inputs in accordance with this agreement.

G3.6 Third Party Terms: Where NCS provides third party products or services as part of the Services, Customer must comply with all applicable Third Party Terms.

G3.7 Cooperation: NCS must make all commercially reasonable efforts to co-operate with Customer and Customer's third party contractors and service providers, as reasonably requested, in order to enable Customer to obtain the benefit of the Services.

G3.8 Insurance: NCS must take out and maintain appropriate insurances. NCS must provide evidence of currency on reasonable request by Customer.

G4 Compliance

G4.1 Laws: Each party must comply with, and take reasonable steps to ensure that all subcontractors, Group Entities and Personnel comply with, all Laws (including Trade Control Laws, Modern Slavery Laws and Anti-Bribery and Corruption Laws) in respect of the Services and the performance of each party's obligations under this agreement.

G4.2 Customer Policies:

(a) Subject to G4.2(b) and G4.2(c), NCS must comply with all Customer Policies in respect of the Services and the performance of NCS's obligations under this agreement.

(b) On NCS' reasonable request, Customer must provide appropriate training in respect of Customer Policies to enable NCS to comply with the Customer Policies.

(c) If Customer updates the Customer Policies:

(i) Customer must notify NCS in writing as soon as practicable; and

(ii) if NCS determines that a change to the Customer Policies results in a material increase to NCS' costs of compliance or a material change to the Services, the parties must negotiate in good faith to agree a variation to this agreement (including, if relevant, an increase to the Fees payable).

G5 Confidentiality

G5.1 Protection of Confidential Information:

(a) The recipient of Confidential Information (the Recipient) must keep the Confidential Information of the disclosing party (the Discloser) confidential and secure. The Recipient must protect the Discloser's Confidential Information against unauthorised access, use or disclosure.

(b) The Recipient may only use the Discloser's Confidential Information to the extent necessary to perform its obligations and exercise its rights under this agreement.

(c) The Recipient must not disclose the Discloser's Confidential Information except:

(i) to its Personnel, advisors and auditors provided that the Recipient ensures that the relevant third party to whom the Confidential Information is disclosed complies with the terms of this agreement as if that person were the Recipient;

(ii) to the extent required by Law, provided the Recipient notifies the Discloser in advance (if possible) and discloses no more than the minimum required; or

(iii) with the Discloser's prior written consent.

G5.2 Return of Confidential Information:

(a) Each party must promptly return the other party's Confidential Information on request of the other party.

(b) Despite G5.2(a), a party may retain the other party's Confidential Information to the extent necessary:

(i) to comply with any reasonable insurance requirements;

(ii) to comply with any Law; or

(iii) in connection with any Dispute.

G6 Privacy

Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by the Privacy Laws.

G7 Data security

NCS must establish and maintain appropriate, reasonable technical and organisational measures in respect of NCS' own systems in order to:

(a) keep Customer Data secure;

(b) prevent loss of, damage to, and unauthorised access to or use or disclosure of, Customer Data; and

(c) prevent Harmful Code which may affect Customer Data.

G8 Non-solicitation

(a) Unless agreed otherwise in writing, the parties must not directly or indirectly, recruit, solicit, hire, employ or engage the Personnel of the other party for the duration of the Term and 1 year after the expiry or termination of this agreement.

(b) The parties acknowledge the value of the Personnel, the investment each party has committed towards the training of such Personnel, and the difficulty in ascertaining the quantum of damages for breach of G8(a).

(c) The parties agree that if either party breaches G8(a), the breaching party must pay the non-breaching party liquidated damages equal to the Non-Solicitation Damages. The parties acknowledge and agree that the Non-Solicitation Damages represent a fair and reasonable amount of compensation to the non-breaching party for the loss of its Personnel and breach of G8(a).

(d) For clarity, this G8 does not apply to any employment, hire or engagement resulting from a response to a public advertisement.

INTELLECTUAL PROPERTY

G9 Intellectual Property

G9.1 Background Material:

(a) Each party owns all rights, including all Intellectual Property Rights, in and to its Background Materials.

(b) Each party grants to the other party a worldwide, non-exclusive, royalty-free licence to Use that party's Background Materials (and to sublicense others to Use the Background Materials) solely to the extent directly necessary for performing each party's obligations under this agreement.

(c) To the extent a party makes any modifications or enhancements to the Background Material of the other party, that party must assign all rights in and to such modifications or enhancements to the other party immediately from creation.

G9.2 Developed Material: Unless specified in a Module:

(a) NCS will own, and Customer assigns to NCS, all rights, including Intellectual Property Rights, in and to the Developed Materials immediately from creation; and

(b) NCS grants Customer a worldwide, non-exclusive, royalty-free licence during the Term to Use (and to sublicense Customer's subcontractors to Use) the Developed Material solely to the extent directly necessary for Customer to enjoy the full benefit of the Services.

G9.3 Indemnity: Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) and the Indemnified Party's Personnel (including in the case of Customer, Customer Group Entities and their Personnel) against all direct Loss suffered or incurred by the Indemnified Party arising in connection with an Infringement Claim, except to the extent that the Loss is directly attributable to the negligence or wrongful act or omission of the Indemnified Party, provided that the Indemnified Party must:

(a) notify the Indemnifying Party promptly of any actual or threatened Infringement Claim;

(b) give the Indemnifying Party control of the defence and settlement of the Infringement Claim;

(c) comply with all of the Indemnifying Party's reasonable requests in defending or settling the Infringement Claim;

(d) take all reasonable steps to mitigate the amount of its Loss; and

(e) except with the Indemnifying Party's prior written consent, not make any admission or act in a way that may be prejudicial to any litigation or negotiation of the Infringement Claim.

G9.4 Liability: G11.2 does not apply to either party's liability for its infringement of the other party's Intellectual Property Rights.

FEES

G10 Fees

G10.1 Fees: NCS will invoice, and Customer must pay NCS the Fees in accordance with this agreement.

G10.2 Payment: Unless otherwise agreed in a SOW, Customer must pay all invoices within 30 days from the date of the invoice.

G10.3 Indexation: If the SOW specifies that any Fees are subject to indexation, such Fees will be adjusted on the Adjustment Date to reflect the percentage movement in CPI for the previous 12 months using the CPI figures published for the quarter immediately preceding the Adjustment Date.

G10.4 Payment disputes: If Customer disputes part or all of an invoice in good faith, it may withhold payment of the disputed amount until the dispute is resolved.

G10.5 Interest: If Customer fails to pay an undisputed amount when due, and that amount is still outstanding 10 Business Days after Customer receives a reminder notice from NCS, NCS may charge interest on the unpaid amount at the Interest Rate from the date of the reminder notice until the unpaid amount is paid in full.

G10.6 Taxes:

(a) The Fees and any other expenses or charges under this agreement are exclusive of GST.

(b) If Customer is legally required to make any deduction or withholding from any amount payable to NCS in relation to this agreement, then, unless the deduction or withholding is required due to a breach or failure by NCS, the amount payable will be increased to ensure NCS receives the full amount specified in this agreement as if there were no deduction or withholding.

RIGHTS AND REMEDIES

G11 Liability

G11.1 Consequential Loss: Neither party is liable for Consequential Loss.

G11.2 General cap: Subject to G11.3, the aggregate liability of each party for all Claims by the other party arising out of or in connection with a SOW in each contract year (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the lower of $5M or the total Fees paid or payable under that SOW during the twelve (12) months prior to the event giving rise to the cause of action.

G11.3 Uncapped liability: Nothing in the agreement excludes or limits either party's liability for:

(a) death or personal injury;

(b) its fraud or fraudulent misrepresentation;

(c) its wilful misconduct;

(d) its payment obligations in G10; or

(e) anything for which liability cannot be excluded or limited under applicable Law.

G11.4 Contribution: Each party's liability under this agreement (including under any indemnity) will be proportionately reduced to the extent that the other party or its Personnel caused or contributed to the relevant liability.

G11.5 Indemnities: Each party (Indemnifying Party) indemnifies the other party (Indemnified Party) and the Indemnified Party's Personnel (including in the case of Customer, Customer Group Entities and their Personnel) against all Loss suffered or incurred by the Indemnified Party arising in connection with:

(a) any death or personal injury caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;

(b) any fraudulent act or omission of the Indemnifying Party or its Personnel;

(c) any wilful misconduct of the Indemnifying Party or its Personnel;

(d) any damage to or loss or destruction of real or personal property caused or contributed to by any act or omission of the Indemnifying Party or its Personnel; or

(e) any breach of confidentiality obligations by the Indemnifying Party or its Personnel,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or omission of the Indemnified Party.

G12 Termination

G12.1 Termination: A party may terminate this agreement or any impacted SOW if:

(a) the other party:

(i) suffers an Insolvency Event;

(ii) commits a material breach of this agreement that is capable of remedy, and fails to remedy that material breach within twenty (20) Business Days of being notified;

(iii) commits a material breach of this agreement that is not capable of remedy; or

(b) it becomes unlawful for the party to perform or comply with its obligations under this agreement.

G12.2 Effect of termination or expiry: On termination or expiry of this agreement or any individual SOW:

(a) NCS may terminate any Dependent SOW;

(b) Customer must promptly pay any unpaid Fees due and owing to NCS;

(c) if agreed in the relevant SOW, NCS must perform disengagement; and

(d) where this agreement is terminated under G12.1, all SOWs currently in place will terminate.

RELATIONSHIP

G13 Governance

Each party must participate in the governance process set out in the relevant SOW.

G14 Change control

(a) Either party may propose a change to this agreement (**Change Request**). Each Change Request must be submitted in a form that the parties agree on in writing at the time the request is made, and may, if the parties so agree, be based on a change request template, whether or not such template is attached to this agreement.

(b) Both parties must meet within 20 Business Days of receiving the Change Request and negotiate in good faith to agree a variation to this agreement (**Change**).

(c) If the terms of a Change cannot be agreed within a reasonable time, the parties must resolve the dispute in accordance with G15.

(d) Where the terms of a Change are accepted by both parties, the Change will be incorporated into this agreement from the date that the last party executes the Change.

G15 Dispute Resolution

G15.1 Disputes: Except where a party seeks urgent interim relief, a party must not commence court proceedings in relation to any dispute or disagreement arising out of or relating to this agreement (**Dispute**) unless it has complied with the provisions of this G15.

G15.2 Dispute Notice: A party claiming that a Dispute has arisen must notify the other party in writing, including a description of the nature of the Dispute (**Dispute Notice**).

G15.3 Process:

(a) Within five (5) Business Days after receipt of a Dispute Notice, each party must nominate a representative who has express authority to resolve the Dispute, and those representatives must meet to seek to resolve the Dispute by negotiation.

(b) All aspects of the negotiation must be kept confidential, and all communications between representatives during the negotiation are made on a without prejudice basis.

(c) If the representatives are unable to resolve the Dispute within thirty (30) Business Days after the date of the Dispute Notice, then either party may refer the Dispute to mediation. If the representatives are unable to resolve the Dispute during mediation, then either party may have recourse to litigation or other dispute resolution processes.

GENERAL

G16 General

G16.1 Precedence: This agreement is comprised of the following provisions, subject to G16.2, the provision higher in the list prevails to the extent of inconsistency:

(a) any Modules;

(b) the General Terms;

(c) any schedule incorporated by reference in a Module;

(d) any schedule incorporated by reference in the General Terms;

(e) any SOW signed by the parties.

G16.2 Agreed inconsistent terms: A provision set out in the Special Terms will prevail over an inconsistent provision in this agreement to the extent of inconsistency only where the provision set out in the Special Terms identifies the provision with which it is inconsistent.

G16.3 Notices: Notices must be in writing. Notices may only be sent to the party's nominated address by hand or registered post or by email. Where sent by registered post, it will be regarded as received on the third Business Day after the date of posting. Emails will be regarded as received on the same Business Day as sending.

G16.4 Force Majeure:

A party will not be liable for any failure or delay in the performance of its obligations under this agreement to the extent caused by a Force Majeure Event, provided:

(a) that party promptly notifies the other party of the Force Majeure Event and its likely impact on the performance of its obligations under this agreement; and

(b) that party takes all reasonable steps to avoid or minimise the impact of its affected obligations caused by the Force Majeure Event.

Customer will not pay Fees for any impacted Services during the period of the Force Majeure Event. Customer will continue to pay Fees for all other unaffected Services provided by NCS during the period of the impact.

G16.5 Entire agreement:

(a) Nothing in this agreement limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the Term, where such liability cannot be excluded.

(b) Subject to G16.5(a), this agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

(c) The parties must not rely on any representation made by the other party or any other person, except as expressly set out in this agreement.

G16.6 Counterparts: This agreement may be executed in any number of counterparts.

G16.7 Severability: Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of the agreement or term is not affected.

G16.8 Subcontractors: NCS must not subcontract its obligations under this agreement to a third party without Customer's prior written consent, except where such subcontractor is an NCS Group Entity. NCS remains responsible for the performance of its obligations as set out in this agreement.

G16.9 Offshore resources: Notwithstanding anything else in this agreement, Customer acknowledges and agrees that NCS may share Operational Data with its Offshore Resources to support service delivery, and Operational Data may be accessed, processed or stored by those Offshore Resources. NCS remains responsible for the performance of its obligations as set out in this agreement.

G16.10 Assignment:

(a) A party must not Transfer any of its rights or obligations under this agreement without the prior written consent of the other party (which cannot be unreasonably withheld or delayed), except as set out in paragraph (b).

(b) A party may Transfer any of its rights or obligations under this agreement without the consent of the other party where such Transfer is:

(i) for NCS, to a Group Entity; or

(ii) for Customer: to an entity that has sufficient financial capacity and is not a competitor to NCS,

(iii) provided that:

(1) the Transferring party provides prior written notice to the other party; and

(2) the Transfer does not change the existing Services provided under this agreement.

G16.11 Survival: Any clause that is intended to survive termination of this agreement will do so including, but not limited to, G5, G6, G8, G9, G11 and G15 to G17.

G16.12 Relationship: NCS is an independent contractor. This agreement does not form any partnership, joint venture, fiduciary, employment, agency or other relationship between the parties. Neither party has the power to bind the other.

G16.13 Amendment: This agreement can only be varied in an instrument in writing and signed by the parties.

G16.14 Governing Law: This agreement is governed by the Laws of the Jurisdiction. Each party submits to the non-exclusive jurisdiction of the courts sitting in the Jurisdiction.

G17 Interpretation and Definitions

G17.1 Interpretation: In this agreement:

(a) references to a person include an individual, partnership, joint venture, association, firm, government, statutory body or authority;

(b) references to a party include that party's executors, administrators, substitutes, successors and permitted assigns;

(c) a reference to any of the words "include", "includes" and "including" is to be read as if followed by the words "without limitation";

(d) a reference to legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements;

(e) a reference to a document includes all amendments, supplements, replacements or novations of that document;

(f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(g) words in the singular include the plural and vice versa, as the context requires;

(h) headings, bold type and square brackets are for convenience only;

(i) terms used that are defined in the GST Act have the meaning given in that Act (except that "GST" also includes a notional liability for GST);

(j) consideration includes non-monetary consideration; and

(k) unless expressly stated, any references to "dollars" or the symbol "$" means the Australian dollar (AUD).

G17.2 Definitions: The following words and expressions have the meaning given to them below:

Adjustment Date means the anniversary of the relevant SOW and each subsequent anniversary during the Term, unless agreed otherwise in the relevant SOW.

Anti-Bribery and Corruption Laws means all applicable Laws and regulations prohibiting bribery and corrupt business practices.

Background Material means Material owned and created by each party that has not been created in the performance of this agreement, and includes modifications or enhancements to Background Material.

Business Day means any day other than a Saturday, Sunday or recognised public holiday in the Jurisdiction.

Change has the meaning given in G14(b).

Change Request has the meaning given in G14(a).

Change Request Template has the meaning given in G14(a).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand.

Confidential Information means: (a) information of a confidential nature which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of, the Recipient; or (b) information designated by the Discloser as confidential. But does not include information that: (c) is or becomes generally available in the public domain, other than through any breach of confidence; (d) was already known by Recipient at the time of disclosure or is subsequently disclosed to that Recipient by someone other than the Discloser other than through any breach of confidence; or (e) has been independently developed by the Recipient without using any Confidential Information of the Discloser.

Consequential Loss means any Loss suffered or incurred by the other party in connection with this agreement that does not arise naturally (that is, according to the usual course of things) from the event giving rise to the Loss. Consequential Loss includes loss of profits, opportunity, revenue, sales, goodwill, reputation, anticipated savings or business interruption (whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage).

Contact for Notices means the designated contact for receiving notices under this agreement, as set out in the Party Details.

Control has the meaning given in section 50AA(1) of the *Corporations Act 2001* (Cth).

CPI means, unless otherwise agreed in the relevant SOW, the Consumer Price Index for Australia (All Groups CPI) published by the Australian Bureau of Statistics or if that index is no longer published then such index as may be published in its place.

Customer Data means data generated, processed or produced using Customer's Background Material, excluding any data that is anonymised, aggregated or de-identified.

Customer Inputs means the information, documentation, access, material, items or assistance identified as "Customer Inputs" in the SOW.

Customer Policies means Customer's policies and procedures specified in a Statement of Work and notified from time to time.

Dependencies means the items, activities or circumstances identified as "Dependencies" in the relevant SOW.

Dependent SOW means a SOW which is specified as a "Dependent SOW" in the relevant SOW.

Developed Material means Material created by NCS (or on behalf of NCS) in the course of providing the Services, but does not include Background Materials or modifications or enhancements to Background Materials.

Discloser has the meaning given in G5.1(a).

Dispute has the meaning given in G15.1.

Dispute Notice has the meaning given in G15.2.

Fees means the fees and expenses for the Services as set out in the SOWs.

Force Majeure Event means fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, wars, terrorist acts, site-specific terrorist threats, cyber-attacks and threats, riots, civil disorders, rebellions or revolutions, government orders, network communications failure or delay (including failure of any third party APIs), or any other cause beyond the reasonable control of a party.

General Terms means G1 to G17 of this document.

Group Entity means any related bodies corporate within the meaning of the *Corporations Act 2001* (Cth).

Group Entity Loss has the meaning given in G2.2(b).

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

Harmful Code means intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software.

Indemnified Party has the meaning given in G9.3 and G11.5.

Indemnifying Party has the meaning given in G9.3 and G11.5.

Infringement Claim means: (a) where NCS is the Indemnifying Party, any Claim by a third party that the provision of NCS Background Material or the Services or their enjoyment or Use as permitted under this agreement infringes the Intellectual Property Rights of that third party; and (b) where Customer is the Indemnifying Party, any Claim by a third party that the provision of Customer Background Material or their enjoyment or Use as permitted under this agreement infringes the Intellectual Property Rights of that third party.

Insolvency Event means one or more of the following: (a) Anything that reasonably indicates either party will become unable to pay its debts as they fall due. This includes: (i) execution or distress being levied against any income or assets of either party; (ii) a meeting of a party's creditors being called or held; (iii) a security becoming enforceable or being enforced in relation to any of a party's assets or undertakings; (iv) a step being taken to make a party bankrupt or to wind a party up; (v) the appointment to a party of a controller or administrator as defined in section 9 of the *Corporations Act 2001* (Cth); (vi) a party entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or (vii) a party being made subject to a deed of company arrangement; (b) A step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to a party or any of its assets; (c) A party ceasing to carry on business (or indicating that it is about to do so).

Intellectual Property Rights means all intellectual property rights at any time recognised by law. This includes all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trade marks, trade secrets and know-how, registered designs, circuit layouts. It also includes all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields. It does not include Moral Rights and the rights of performers.

Interest Rate means the Reserve Bank of Australia's current official cash rate target plus 3 percent unless otherwise agreed in the relevant SOW.

Jurisdiction means New South Wales, Australia unless otherwise defined in the Statement of Work.

Law means common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code, direction or notice issued by an authority, writ, judgment and any award or other industrial instrument.

Location means: (a) if the SOW or Module do not specify a location from which the Services must be provided, any location; or (b) if the SOW specifies a location from which the Services must be provided, the location(s) specified in the relevant SOW.

Loss means any loss, damage, liability, penalty, fine, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs on a full indemnity basis.

Material means data, information, documentation, reports, software, firmware, tools, diagrams, procedures, plans and other materials.

Modern Slavery Laws means any Laws directed at regulating, or preventing anti-slavery and human trafficking and associated reporting obligations that are applicable to NCS, Customer, or this agreement, including: (a) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth); (b) sections 80D, 80E, 91G(1)-(3), 91H, 91HAA and 93AA-93AC of the *Crimes Act 1900* (NSW); (c) the *Modern Slavery Act 2018* (Cth); (d) the *Modern Slavery Act 2018* (NSW); (e) Laws equivalent to any of the Laws referred to in paragraphs (b) and (d), in the other Australian states and territories; and (f) the UK Modern Slavery Act 2015.

Module means the terms set out in this agreement under the heading "Modules".

Moral Right has the meaning given under the *Copyright Act 1968* (Cth).

Non-Solicitation Damages means, unless otherwise agreed in the relevant SOW, liquidated damages that are equal to six (6) months of the solicited Personnel's remuneration as at the date of that Personnel's last day of service with the non-breaching party.

Offshore Resources means Personnel, resources and/or third party suppliers in locations outside of Australia.

Operational Data means data required for a business purpose (including finance and billing purposes). This may include data relating to the Customer, including Customer contact data, invoicing, billing and similar operational data.

Personal Information has the meaning given in the Privacy Laws.

Personnel means any officer, director, employee, agent or subcontractor of either party.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other legally binding requirement under Australian Law relating to the handling of Personal Information.

Rate Card means the relevant schedule of rates set out in the relevant SOW, or if no rate card has been provided, NCS' standard commercial rates.

Recipient has the meaning given in G5.1(a).

Services means the services provided by NCS as described in a SOW. Services do not include products or services to which Third Party Terms apply.

Special Terms means any special and/or additional terms and conditions, expressly set out as a "Special Term" in the relevant SOW.

Specifications means the specifications for each of the Services set out in the relevant SOW (including any drawings or plans).

Statement of Work or **SOW** means the document setting out the Services and the applicable Fees which Customer agrees to procure, and NCS agrees to provide, using the template made available by NCS which is signed (or otherwise accepted) by both parties.

Term has the meaning given in G1.1.

Third Party Terms means the terms and conditions governing the use of third party products or services provided by NCS to Customer in writing from time to time.

Trade Control Laws means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licences, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. antiboycott laws and regulations.

Transfer means an assignment, novation or other transfer, and includes a change in Control of either party.