

NCS Staff Augmentation Terms

This document set out the terms on which NCS AU Pty Ltd (**NCS**) will provide Staff Augmentation Services to you.

These terms only apply to your SOW/Order if it was executed after 14 October 2024 (**Agreement**). If your SOW/Order was executed on or before 14 October 2024, please contact NCS legal at legal@au.ncs.co for a copy of the terms that apply to your agreement.

GENERAL OBLIGATIONS

G1 Provision of Services

G1.1 Provision of Services: NCS must:

- (a) make Staff Augmentation Personnel available to work with Customer to perform their Role at the specified Location during Working Hours, except when the Staff Augmentation Personnel is on leave;
- (b) ensure that the Staff Augmentation Personnel possess all the Role Requirements for their Role;
- (c) on Customer's reasonable request, provide evidence that the Staff Augmentation Personnel possess all the specified Role Requirements;
- (d) conduct appropriate background checks, as reasonably determined by NCS, for each Staff Augmentation Personnel prior to the Staff Augmentation Personnel starting their Role; and
- (e) promptly notify Customer if any Staff Augmentation Personnel are unable to work and promptly provide a replacement.

G1.2 Customer concerns:

- (a) If Customer has any concerns regarding any Staff Augmentation Personnel, the Customer must notify NCS, and the parties must cooperate to manage and address the concern.
- (b) If the parties are unable to address the Customer's concerns to the Customer's reasonable satisfaction within 10 Business Days after the Customer's notification to NCS:
 - (1) Customer may request that the relevant Staff Augmentation Personnel be replaced; and
 - (2) upon Customer's request, NCS will stop using the relevant Staff Augmentation Personnel, and NCS will take all reasonable steps to provide a suitable replacement within a reasonable period of time.

G1.3 Serious Concerns: Customer may end the placement of Staff Augmentation Personnel immediately by notice where Customer has a Serious Concern in respect of the Staff Augmentation Personnel, and NCS must promptly replace the Staff Augmentation Personnel.

G1.4 Dependencies: The Services are dependent on the Dependencies set out in the Order. 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.

G1.5 Customer Responsibilities: Customer:

- (a) must provide the Customer Inputs in accordance with this Agreement;

- (b) is responsible for providing relevant training to Staff Augmentation Personnel in respect of Customer specific systems, policies and procedures;
- (c) is responsible for the day-to-day management of the Staff Augmentation Personnel; and
- (d) is liable for any conduct (including any act or omission) of Staff Augmentation Personnel acting under the management, direction or instruction of the Customer provided that the Staff Augmentation Personnel exercise their professional judgement to determine whether it is appropriate to comply with the relevant direction or instruction.

G1.6 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.

G1.7 Insurance: NCS will take out and maintain the appropriate insurance during the Term.

G2 Personnel

G2.1 Specified Personnel:

- (a) NCS cannot guarantee that any particular NCS Personnel will be available to work with Customer unless they are named in the Order as a Specified Personnel.
- (b) NCS must not remove or replace Specified Personnel without Customer's consent (which cannot be unreasonably withheld or delayed) unless they are no longer available due to illness, death or resignation (including career progression or promotion). Customer must not refuse to provide its consent where:
 - (1) NCS provides appropriate notice;
 - (2) the replacement has equivalent skills, experience and qualifications to the Specified Personnel being replaced; and
 - (3) NCS provides an adequate hand over of the Role at no additional cost to Customer.

G2.2 Employment obligations: NCS is responsible for maintaining its relationship as the employer of the Staff Augmentation Personnel.

G2.3 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 G2.3(a).

- (c) The parties agree that if either party breaches G2.3(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 G2.3(a).
- (d) For clarity, this G2.2 does not apply to any employment, hire or engagement resulting from a response to a public advertisement.

COMPLIANCE

G3 Compliance with Laws

G3.1 Laws: Each party must 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 Confidentiality

G4.1 Protection of Confidential Information:

- (a) The recipient of Confidential Information (**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:
- (d) 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;
- (e) to the extent required by Law, provided the other party notifies the other party in advance (if possible) and discloses no more than the minimum required; or
- (f) with the Discloser's prior written consent.

G4.2 Return of Confidential Information:

- (a) Each party must promptly return the other party's Confidential Information on request of the other party.
- (b) Despite G4.2(a), a party may retain the other party's Confidential Information to the extent necessary:
 - (1) to comply with any reasonable insurance requirements;
 - (2) to comply with any Law; or
 - (3) in connection with any Dispute.

G4.3 Publicity: Customer agrees that NCS may refer to Customer in NCS' external marketing materials, website and publicly available customer lists and may use Customer as a customer reference, provided that NCS provides the external marketing materials to the Customer Marketing Contact in advance and gives the Customer a reasonable opportunity to review the marketing materials and provide feedback. In addition, NCS may promote their work with the Customer internally without limitation. If the Customer would like to review NCS internal

communications about the work or have any details anonymised with any communications, they can advise this in writing and NCS will retain a record of this requirement.

INTELLECTUAL PROPERTY

G5 Intellectual Property

G5.1 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.

G5.2 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;
- (b) NCS grants Customer a worldwide, non-exclusive, royalty-free licence during the Term to Use (and to sub-licence Customer's subcontractors to Use) the Developed Material solely to the extent directly necessary for the Customer to enjoy the full benefit of the Services; and
- (c) Nothing in this Agreement, will limit NCS' ability to Use any know how acquired by Staff Augmentation Personnel in connection with the Services provided that the Use of the know how does not identify the Customer and NCS otherwise complies with its confidentiality obligations under this Agreement.

FEES

G6 Fees

G6.1 Fees:

- (a) NCS will invoice, and Customer must pay NCS the Fees in accordance with this Agreement.
- (b) Where Fees are charged on a time and materials basis, Customer will pay the Fees monthly in arrears. Fees will be calculated using the relevant Rate Card.
- (c) Where Fees are a specified to be a fixed price fee, Customer will pay the Fees as set out in the Order.

G6.2 Payment: Unless otherwise agreed in the Order, Customer must pay all invoices within 30 days from the date of the invoice.

G6.3 Review: NCS is entitled to review and update the Rate Card on the Adjustment Date. NCS must provide the updated Rate Card to the Customer as soon as practicable after the Adjustment Date.

G6.4 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.

G6.5 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.

G6.6 Taxes:

- (a) The Fees and any other expenses or charges under this Agreement are exclusive of GST and all other taxes.
- (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 receive the full amount specified in this Agreement as if there were no deduction or withholding.

RIGHTS AND REMEDIES

G7 Liability

G7.1 Consequential Loss: No party is liable for Consequential Loss.

G7.2 General cap: Subject to G7.3, the aggregate liability of each party for all Claims by the other party arising out of or in connection with the Agreement in each contract year (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the lower of (a) \$5M; or (b) the total Fees paid or payable during the twelve (12) months prior to the event giving rise to the cause of action.

G7.3 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 deliberate wrongful misconduct; or
- (d) anything for which liability cannot be excluded or limited under applicable Law.

G7.4 Non-excludable provisions: If any guarantee, warranty, term or condition is implied or imposed by Law and cannot be excluded (a **Non-Excludable Provision**), and we are able to limit your remedy, then we limit our liability for breach of a Non-Excludable Provision to the supplying of the Services again, and / or the payment of the cost of having the Services supplied again at our option.

G7.5 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.

G7.6 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 fraudulent or unlawful act or omission of the Indemnifying Party;
- (b) any death or personal injury caused or contributed to by any act or omission of the Indemnifying Party;

- (c) 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;

- (d) any breach of confidentiality obligations by the Indemnifying Party; or

- (e) 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.

G7.7 Claims Procedure: In relation to an Infringement Claim, 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.

G8 Termination

G8.1 Termination: A party may terminate this Agreement if:

- (a) the other party;
- (b) suffers an Insolvency Event;
- (c) 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;
- (d) commits a material breach of this Agreement that is not capable of remedy; or
- (e) it becomes unlawful for the party to perform or comply with its obligations under this Agreement.

G8.2 Effect of termination or expiry: On termination or expiry of this Agreement:

- (a) Customer must promptly pay any unpaid Fees due and owing to NCS; and
- (b) unless otherwise agreed, NCS must promptly repay to Customer any Fees it has paid in advance for Services not received.

GENERAL

G9 Dispute Resolution

G9.1 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 G9.

G9.2 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**).

G9.3 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.

G10 General

G10.1 Precedence: This Agreement is comprised of these Standard Terms and your Order. If there is any inconsistency in the terms which make up this Agreement, subject to G10.2, the terms in these Standard Terms will prevail over the terms in the Order to the extent of the inconsistency.

G10.2 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 is set out in the Special Terms.

G10.3 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.

G10.4 Force Majeure:

- (a) 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:
 - (1) 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
 - (2) that party takes all reasonable steps to avoid or minimise the impact of its affected obligations caused by the Force Majeure Event.
- (b) 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.

G10.5 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 G10.5(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.

G10.6 Counterparts: This Agreement may be executed in any number of counterparts.

G10.7 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.

G10.8 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:
 - (1) for NCS, to a Group Entity; or
 - (2) for Customer: to an entity that has sufficient financial capacity and is not a competitor to NCS, provided that:
 - (3) the Transferring party provides prior written notice to the other party; and
 - (4) the Transfer does not change the existing Services provided under this Agreement, provided.

G10.9 Survival: Any clause that is intended to survive termination of this Agreement will do so including, but not limited to G7 and G9 to G11.

G10.10 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.

G10.11 Amendment: This Agreement can only be varied in an instrument in writing and signed by the parties.

G10.12 Governing Law: This Agreement is governed by the Laws of the New South Wales. Each party submits to the non-exclusive jurisdiction of the courts sitting in New South Wales.

G11 Interpretation and Definitions

G11.1 Interpretation: In this Agreement:

- (a) references to a person includes an individual, partnership, joint venture, association, firm, government, statutory body or authority;
- (b) references to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (c) a reference to any of the words "include", "includes" and "including" are to be read as if followed by the words "without limitation";
- (d) a reference to a 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).

G11.2 Definitions: The following words and expressions have the meaning given to them below:

Adjustment Date means the anniversary of the Order and each subsequent anniversary during the Term.

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 Location.

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 other Confidential Information of the other party.

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.

Customer Inputs means the information, documentation, access, material, items or assistance identified as “Customer Inputs” in the Order.

Customer means the party identified as the “Customer” in the Order.

Dependency means any dependencies identifies as a “Dependency” in the Order.

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 G4.1(a).

Dispute has the meaning given in G9.1.

Dispute Notice has the meaning given in G9.2.

Fee means the fees and expenses for the Services as set out in the Order.

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.

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

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

Indemnified Party has the meaning given in G7.6.

Indemnifying Party has the meaning given in G7.6.

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 Order.

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 the location where the Staff Augmentation Personnel are based.

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, the 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 (a) and (b), 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-Excludable Provision has the meaning set out in G7.4.

Non-Solicitation Damages means, unless otherwise agreed in the Order, 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.

Order means the ordering document setting out the Services and the applicable Fees which is signed (or otherwise) accepted by both parties.

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

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

Recipient has the meaning given in G4.1(a).

Role means the role for each Staff Augmentation Personnel specified in the Order.

Role Requirements means the requirements for each Role specified as "Role Requirements" in the Order.

Serious Concern means a concern (that is not unreasonably held) that an act or omission of the Staff Augmentation Personnel is likely to cause (a) a data security breach or privacy breach; (b) serious injury or death to any person or damage to property; or (c) reputational risk to the Customer; or (c) is otherwise fraudulent.

Services means the services described in the Order.

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

Specified Personnel means the NCS Personnel named as Specified Personnel in the Order.

Staff Augmentation Personnel means the NCS Personnel described as Staff Augmentation Personnel or Specified Personnel in the Order. Where the context requires, Staff Augmentation Personnel also includes prospective Staff Augmentation Personnel.

Standard Terms means G1 to G11 of this document.

Term has the meaning given the Order.

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 (as defined in section 50AA(1) of the *Corporations Act 2001* (Cth)) of either party.

Use means to access, use, store, process, display, copy, communicate, modify and/or to create derivative works from.

Working Hours unless otherwise set out in the Order, Working Hours are between 9am and 5pm local time on any day other than Saturday, Sunday, a public holiday, special holiday or bank holiday at the Location.