

Terms and Conditions of Trade

1. APPLICATION

The following terms apply to all Orders of Labour Supplies by you from Yambuk Labour Solutions Pty Ltd ACN 649 764 910 (us, we, our). You have deemed to accept the following terms where we commence providing Labour Supplies. Each Order is a separate agreement between you and us. If you are not a natural person:

- 1.1. You warrant that any person that places an Order on your behalf is authorised to do so and will also do so as agent for each of your related entities that use or access the Labour Supplies; and
- 1.2. You must procure that your Personnel comply with these Terms and you take responsibility for the acts and omissions of your Personnel.

2. QUOTES

If we provide you with a quote, unless the quote states otherwise, it will be valid for 7 days from the date of issue and may be adjusted by us prior to you placing an Order. A quoted Price is exclusive of all Taxes unless otherwise specified and quoted times for delivery are an estimate only.

3. ORDERS

You must provide sufficient information with an Order (including any special requirements) to enable us to provide you with the Labour Supplies. We may refuse to accept an Order (or part of it) on reasonable grounds. If an Order includes any special conditions agreed by us, they will, unless stated otherwise take precedence over these Terms.

4. CANCELLATION OF ORDERS

If you cancel an Order prior to us supplying Labour Supplies, we will refund any Price paid, less any cancellation fees notified to you and costs incurred by us due to the cancellation. We may cancel an Order at any time by notice to you where the requested Labour Supplies are not available, there is an error in the Price or description of the Labour Supplies, or the Order has been placed in breach of these Terms. Where we cancel an Order, we will give you a refund of any Price paid for that Order.

5. PRICE

Unless otherwise agreed, your payment of the Price is due 14 days from the date we issue you an invoice in relation to the Order. We may change any advertised price for Labour Supplies at any time without notice. The terms of an Order will not change once an Order has been accepted by us.

6. GST

Expressions used in this clause have the same meanings as when used in the GST Act. To the extent that a party makes a taxable supply in connection with these Terms to the other party then, except where express provision is made to the contrary, the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable. A party's right to payment of the GST is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

7. CREDIT CUSTOMERS

If you have been approved for credit terms you must pay the Price in accordance with the terms of your approved Credit Application.

8. FAILURE TO PAY

Where you fail to make full payment of the Price by the due date, we may:

- 8.1. refuse to supply you with further Labour Supplies; or
- 8.2. require you to pay for further Labour Supplies in full prior to delivery; or
- 8.3. impose interest on any overdue amounts at 10% per annum, calculated daily.

Time is of the essence in respect of your obligation to pay the Price. If we incur costs of collection of any amount you have failed to pay by the due date you agree to indemnify us against such costs.

9. DELIVERY

We will endeavour to meet the delivery milestones specified in an Order, however you acknowledge that we will not be responsible for delays in delivering the Labour Supplies to the extent we are not directly and solely responsible. You agree to comply with any delivery requirements we notify to you when you place an Order.

10. CREDITS AND REFUNDS

You can make a claim for a refund or credit if you believe the Labour Supplies were not provided or there is a discrepancy with the Labour Supplies. Where you or a representative of you provides a signature or initial to acknowledge the Labour Supplies supplied, then that signature or initial confirms the amount of Labour Supplies supplied. You are prohibited from altering the amount of Labour Supplies supplied after a docket has been submitted. Any claim made by you for a refund or credit must be made within 7 days of receiving an invoice from us. We reserve the right, acting reasonably, to refuse a claim for a refund or credit.

11. SET-OFF

If you owe money under one Order, we may set-off that money against any money that we owe to you under another Order.

12. YOUR RESPONSIBILITIES

You are solely responsible for any use of the Labour Supplies by you or any third party whether authorised or not and must not resell or subcontract the Labour Supplies without our written consent. You warrant that you will not at any time from the placement of the Order, for 24

months from the completion of the services under the Order (either solely or jointly with any person and whether directly or indirectly):

- 12.1. Interfere with the relationship between us and any of the persons providing Labour Services; or
- 12.2. Solicit, canvas, encourage, approach or accept any approach from any person who at any time provided Labour Services to you under an Order.
 - 12.2.1. If you engage any person who at any time provided Labour Services to you, you agree to pay us an amount equal to 10 weeks' worth of full-time hours at the charge out rate specified in the Order.
 - 12.2.2. If we agree to you engaging any person who at any time provided Labour Services to you notwithstanding clauses 12.1 or 12.2, then you agree to pay us an amount equal to 4 weeks' worth of full-time hours at the charge out rate specified in the Order.
- 12.3. You warrant that you will obtain and maintain for the Term, all required and necessary insurances as required by law, including but not limited to Public Liability insurance. You warrant that you will comply with all laws in connection with occupational health and safety and any related codes of practice, guidelines and advisory standards applicable to the Labour Services.

13. SUSPENSION OF LABOUR SUPPLIES

We may limit, suspend or cancel the provision of Labour Supplies to you:

- 13.1. in the event of an emergency, where the supply is or likely to be unlawful or in our reasonable opinion the supply is likely to cause death, injury or damage to property;
- 13.2. if you do not pay us any amounts due for the Labour Supplies on time;
- 13.3. if an administrator or receiver is appointed to you or you are unable to pay your debts as and when they fall due.

14. LIABILITIES

Where the ACL applies, and the Labour Supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability under the ACL is limited, at our option (and provided it is fair and reasonable to do so), to one or more of the following:

- 14.1. re-supplying the services again; or
- 14.2. reimbursing you the cost of having someone else supply services. Other than as specifically accepted by us above, we are not liable for any other losses or damages you may suffer, including any;
- 14.3. loss caused by you or to the extent it results from your failure to take reasonable steps to avoid or minimise that loss;
- 14.4. loss caused by events falling outside our reasonable control; or
- 14.5. indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business), or losses you might suffer as a result of unauthorised access to information we hold.

15. INDEMNITY

You indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by us arising from any claim, demand, suit, action or proceeding by any person against us where such loss or liability arose out of, or in connection with your acts or omissions or breach of these Terms, or use of the Labour Supplies.

16. TERMINATION

If you commit an Act of Default which is not remedied within 5 days of us giving written notice to do so, we may terminate these Terms or suspend supply until you remedy the Act of Default. If we terminate these Terms all amounts payable by you to us will immediately become due and payable notwithstanding that the due date has not yet arisen, including any reasonable future loss incurred by us as a result of the Act of Default by you. If we commit an Act of Default which is not remedied within 5 days of you giving written notice to do so, you may terminate these Terms and obtain a refund of any amount of the Price already paid for Labour Supplies not delivered, less any other amounts due and payable to us.

17. INTELLECTUAL PROPERTY

We retain ownership of all IPR owned or made available by us in the delivery of the Labour Supplies that is in existence at the time of Order and grant to you a non-exclusive, non-transferrable and non-sub-licensable licence to this IPR for the sole purpose of using the Labour Supplies in the ordinary course of your business. Unless otherwise agreed, we retain ownership of all IPR created because of delivering the Labour Supplies and grant to you a non-exclusive, non-transferrable and non-sub-licensable licence to this IPR for the sole purpose of using the Labour Supplies in the ordinary course of your business. If you communicate with us, you grant to us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Site and developing your ideas and suggestions for improved goods or services we provide.

18. VARIATIONS

We may amend these Terms at any time by posting such amendments on the Site. In relation to an Order, you will be bound only to the version of the Terms in force at the time of that Order.

19. CONFIDENTIALITY

All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge (otherwise than through a breach of confidentiality) and must not be

disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.

20. FORCE MAJEURE

Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under these Terms (other than an obligation to pay money due) or for any loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of an event beyond that party's reasonable control.

21. DISPUTES

If a dispute arises under these Terms, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute and the parties will attempt to negotiate a resolution in good faith. If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally. Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute until resolution by mediation has been attempted.

22. SEVERABILITY

If any portion of these Terms are deemed by a Court of competent jurisdiction to be invalid, then the remainder of these Terms will remain in full force and effect and the offending provision or provisions severed.

23. ASSIGNMENT

Neither party may assign, novate or otherwise transfer any of its rights or obligations arising out of or under these Terms to another person without the other party's prior written approval (which will not be unreasonably withheld).

24. ENTIRE AGREEMENT

These Terms represent the entire agreement between the parties in relation to the Labour Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Labour Supplies. In the event that we enter into any contract with you, you agree that the terms of these Terms take precedence over any provision in the contract to the extent of any inconsistency between the contract and these Terms.

25. GOVERNING LAW

These Terms will be governed by the Laws of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that jurisdiction.

26. WAIVER

A provision of these Terms, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

27. RELATIONSHIP

The relationship between us is that of principal and independent contractor. You must not represent yourself as our employee or agent.

28. UNFAIR TERMS TO BE READ DOWN

If any law making unfair contract terms void or unlawful could apply to a term in these Terms, the following rules apply to interpreting that term, if the law would make the term void because:

- 28.1. the term permits us to exercise a right or discretion in a way that would cause detriment to you, the term will be read down and construed to the extent as not to permit us to exercise the right or discretion in such a way; and
- 28.2. it authorised us to recover costs or losses or damages to be calculated in a way we chose, the term will be read down and construed as authorising us to recover the maximum reasonable costs, losses and damages to be calculated in a reasonable way that did not cause the term to be void.

If, despite the application of this clause, the law would make the term void, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void. These reading down rules apply before any other reading down or severance provision in these Terms.

29. INTERPRETATION

In these Terms:

- 29.1. headings, bold type and square brackets are for convenience only and will not affect interpretation of these Terms;
- 29.2. words in the singular include the plural and words in the plural include singular, according to the requirements of the context;
- 29.3. a reference to a legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them; and
- 29.4. a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation".

30. DEFINITIONS

30.1. **ACL** means the Australian Consumer Law.

30.2. **Act of Default** occurs if either party:

- 30.2.1. commits a material breach of these terms;
- 30.2.2. is unable to pay its debts as and when they fall due;
- 30.2.3. commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation;
- 30.2.4. has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets.

30.3. **Credit Application** means a current application to purchase Labour Supplies on credit approved by us,

30.4. **GST** Means GST within the meaning of the GST Act;

30.5. **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);

30.6. **IPR** means includes all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered.

30.7. **Order** means any request for the provision of Labour Supplies by you that has been accepted by us, evidenced by a document constituting a Tax Invoice.

30.8. **Personnel** means a party's employees, secondees, directors, officers, contractors, professional advisors and agents.

30.9. **Price** means the amount payable for the Labour Supplies specified in the terms of an Order.

30.10. **Privacy Policy** means our Privacy Policy from time to time available at our Site.

30.11. **Refund Policy** means our refund policy from time to time available at our Site.

30.12. **Site** means www.yls.net.au **Labour Supplies** means the provision of labour deliverables and/or services provided, or to be provided, by us to you as identified in an Order.

30.14. **Taxes** means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than Australian GST or any tax imposed on, or calculated having regard to, net income.