

STANDARD TERMS OF ENGAGEMENT

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

Consultant means WRM Water & Environment Pty Ltd (ACN 107 404 544).

Client means the party or parties who have requested that the Consultant undertake the Scope of Work.

Confidential Information of a party means the terms of this agreement and any information:

- a. relating to the business and affairs of that party;
- b. relating to the customers, clients, employees, sub-contractors or other persons doing business with that party;
- c. which is by its nature confidential;
- d. which is designated as confidential by that party; or
- e. which the other party knows or ought to know, is confidential,

including without limitation all trade secrets, knowhow, financial information and other commercially valuable information of that party.

Intellectual Property means any discovery, design, invention, idea, concept, technique, electronic data, document or report whether or not capable of being protected by copyright, patent, design or other protection.

Proposal means:

- a. the Proposal for Consulting Services sent by the Consultant to the Client setting out inter alia the proposed Scope of Work to be performed by the Consultant and costs or estimate of costs to perform the Scope of Work; or
- b. if no Proposal for Consulting Services has been sent by the Consultant to the Client, means the document/s created or approved by the Consultant setting out the proposed Scope of Work to be performed by the Consultant.

Scope of Work means the tasks, consultancy services and any other goods and services to be provided by the Consultant to the Client, as set out in the Proposal.

Guarantors means the directors and principal shareholders of the Client.

2 OFFER AND ACCEPTANCE

2.1 By delivering the Proposal to the Client, the Consultant has offered to perform the Scope of Work in accordance with these Standard Terms of Engagement (“the offer”).

2.2 The Client accepts the Consultant’s offer by instructing the Consultant to commence the Scope of Work.

3 SCOPE OF WORK

3.1 The Client warrants that:

- a. the Scope of Work described in the Proposal is suitable for the Client’s needs;

- b. the Consultant is entitled to rely on all information and reports provided to it by the Client and that such information and reports are complete and accurate;
- c. any assumptions made by the Consultant and outlined in the Proposal or otherwise identified by the Consultant are correct; and
- d. where the Scope of Work includes the supply by the Consultant of a Report (or other document containing the advice or opinion of the Consultant) that such Report will be used solely for the purpose for which the Report was commissioned and may not be relied upon by any other person except with the prior written consent of the Consultant.

3.2 The Consultant agrees to perform the Scope of Work with due skill, care and diligence and within a reasonable period of time. The Client agrees that the Consultant may increase the time outlined in the Proposal for completing the Scope of Work by twenty percent for any reason (or for no reason). If unforeseen circumstances arise (including without limitation, events beyond their reasonable control including without limitation inclement weather, pandemic, unavailability of materials or staff, or delay in client responses) the Consultant may extend the time for completion of the Scope of Work commensurate with the period of delay caused by the unforeseen circumstance/s.

3.3 The Client must pay the Consultant for any additional works performed which:

- a. the Client and Consultant agree, in writing, are to be performed by the Consultant (the parties acknowledge that the Consultant cannot be compelled to perform any additional works requested by the Client and may refuse to provide any such additional works at the Consultant’s absolute discretion); and
- b. are performed or which are required to be performed by the Consultant because any of the warranties at clause 3.1 are not correct.

The price for the additional work will be:

- a. a fixed amount agreed to, in writing, by the Consultant and Client; or
- b. if the parties have not agreed to a fixed amount, an amount to be calculated based on time spent (at the Consultant’s standard hourly rates applicable at the time) plus out-of-pocket expenses at the cost price to the Consultant.

4 PAYMENT TERMS

4.1 The Client agrees to pay the Consultant without set off or deduction:

- a. The Consultant’s costs for the Scope of Work outlined in the Proposal; and
- b. The cost for any additional work in accordance with clause 3.3 above.

- 4.2 If the Consultant has not nominated the Consultant's costs to perform the Scope of Work in the Proposal, the Consultant's costs for the Scope of Work will be calculated based on time spent (at the Consultant's standard hourly rates applicable at the time) plus out-of-pocket expenses at the cost price to the Consultant.
- 4.3 The Consultant may render interim accounts to the Client from time to time.
- 4.4 All accounts rendered by the Consultant must be paid by the Client within the payment terms set out in the Proposal. If no payment terms are noted in the Proposal, payment is due within 14 days from the date of any tax invoice.
- 4.5 If the client does not pay any account by the due date as set out in clause 4.4 above, without limiting the Consultant's rights, the Consultant:
- may suspend the performance of any further works (in which case, the time for performance of the work will be extended commensurate with the period of suspension of works); or
 - terminate this agreement under clause 7.1.
- 4.6 All amounts outstanding owing by the Client to the Consultant will incur interest at a rate per annum equal to the unsecured personal overdraft rates as most recently published by NAB, plus 2% per annum.
- 4.7 The Client agrees that it will pay to the Consultant the Consultant's legal costs, on an indemnity basis, of and incidental to the recovery by the Consultant of any outstanding amounts.
- 5 GUARANTEE**
- 5.1 In consideration of the Consultant agreeing to provide the work the subject of the Scope of Work to the Client, the Guarantors guarantee:
- the performance by the Client of all the Client's obligations under the Proposal;
 - the payment of all the Consultant's costs and any additional work pursuant to the Proposal; and
 - indemnify the Consultant against any loss whatsoever arising due to the default by the Client in performing its obligations under this Proposal for whatever reason.
- 5.2 The Consultant may seek to recover any loss from the Guarantor before seeking recovery from the Client and any settlement or compromise with the Client will not release the Guarantor from the obligation to pay any balance that may be owing to the Consultant. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Proposal by the Consultant.
- 6 VARIATIONS**
- 6.1 The Standard Terms of Engagement may only be varied by agreement, in writing, between the parties.
- 7 TERMINATION**
- 7.1 The Consultant is entitled to terminate the agreement by notice in writing to the Client in the following circumstances:
- the Client breaches any of the terms contained in these Standard Terms of Engagement, including without limitation, the failure to pay accounts, including interim accounts, by the due date;
 - the Client commits an act of insolvency, which includes the appointment of an external administrator (including an administrator, receiver, or liquidator), is subject to a winding up application, or is served with a Creditor's Statutory Demand of a value of more than \$15,000.
- 7.2 The Client must pay the Consultant for work performed by the Consultant on and prior to the date of any notice of termination.
- 7.3 The obligations of the parties under clauses 7, 8 and 9 survive the termination of this Agreement.
- 8 INTELLECTUAL PROPERTY**
- 8.1 The Client agrees that any Intellectual Property created or developed by the Consultant in the course of its dealing with the Client remains the property of the Consultant. The Consultant may use the Intellectual Property for any purpose it sees fit.
- 8.2 The Consultant grants the Client a limited non-exclusive licence to use or reproduce any report or advice prepared by the Consultant as part of the Scope of Work only for the purpose for which the report or advice was provided by the Consultant. Neither the Client nor any other person may use or reproduce the report or advice without the prior written consent of the Consultant.
- 9 CONFIDENTIAL INFORMATION**
- 9.1 Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this agreement, any Confidential Information of the other party provided to or obtained by that party before or after entry into this agreement.
- 9.2 The obligations of confidence in clause 9.1 do not apply to Confidential Information:
- that is required to be disclosed by applicable law, or under compulsion of law by a court or government agency or by the rules of any relevant stock exchange or regulator, as long as the disclosing party:
 - discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - before disclosing any information, gives a reasonable amount of notice to the other party in writing and takes reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;
 - that is in the public domain otherwise than as a result of a breach of this agreement or other obligation of confidence; or
 - that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.
- 9.3 Each party may use and disclose Confidential Information of the other party only with the prior written consent of the other party.
- 9.4 If either party discloses Confidential Information under clause 9.3, that party must ensure that such information is kept confidential by the person to whom it is disclosed.
- 10 LIABILITY**
- 10.1 To the extent a guarantee under the Australian Consumer Law (Consumer Guarantee) applies to any goods or services supplied by the Consultant under this agreement,

the liability of the Consultant for any noncompliance with the Consumer Guarantee (other than a guarantee for which liability cannot be limited) is limited at the option of the Consultant to one or more of the following:

- a. if a breach relates to goods:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
- b. if the breach relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

10.2 Each party's liability, other than that addressed in clause 10.1, whether in contract, tort, statute or otherwise, to the other party or to any third party concerning performance or non-performance by that party, or in any manner related to this agreement, for all claims, is limited in the aggregate to the fees paid by the Client to the Consultant in the previous 12 months unless specified otherwise in the Proposal.

11 AUTHORITY

- 11.1 The Client acknowledges that the only persons who have the authority to bind the Consultant are the directors of the Consultant. No agreement or variation will be binding on the Consultant unless it is in writing and signed by at least one director of the Consultant.
- 11.2 The Client agrees that all of the Client's directors, officers, employees, agents, consultants, contractors and sub-contractors are authorised to bind the Client in respect of the Client's dealings with the Consultant.

12 MISCELLANEOUS

- 12.1 This agreement is governed by the laws of Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Queensland.
- 12.2 A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 12.3 With the exception of changes to the work the subject of the Proposal, timeframes and fees, this Agreement may only be varied by a document signed by or on behalf of each Party.
- 12.4 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement.
- 12.5 A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- 12.6 Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or

reasonably requested by another party to give effect to this agreement.

12.7 To the extent permitted by law, in relation to its subject matter, this agreement:

- a. embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- b. supersedes any prior written or other agreement of the parties.