

EVOLOCITY STANDARD TERMS

1. The terms and conditions set out in these standard terms and conditions apply to and form part of the Supplier Agreement between the Client and the Supplier.
2. The Services will be provided by the Supplier in a professional manner, consistent with the requirements of the Supplier Agreement, including these Standard Terms.
3. The Client agrees that the Supplier may perform the Services personally or may, in the Supplier's sole discretion, subcontract any part of the Services to a third party. The Supplier will be responsible for ensuring the quality of any part of the Services so subcontracted.
4. The Client acknowledges that the delivery of the Services by the Supplier will necessitate a reasonable degree of cooperation from the Client, including, at a minimum, the provision of the Required Resources specified in Item 6 of the Supplier Agreement. The Client agrees:
 - (a) to provide the Supplier with access to the Required Resources by no later than the Start Date specified in Item **Error! Reference source not found.** of the Supplier Agreement and on an ongoing basis as necessary during the Term;
 - (b) that the Client will provide all other reasonable cooperation requested by the Supplier in a timely manner; and
 - (c) that if the Client fails to provide the requested reasonable cooperation as requested by the Supplier:
 - (i) the delivery of the Services will be compromised or delayed;
 - (ii) that the Supplier is not liable for any compromise and/or delay caused by the Client's failure; and
 - (iii) that such failure represents a serious breach of the Supplier Agreement which may justify termination of the Supplier Agreement without notice in accordance with clause 13 of these Standard Terms.
5. The failure of either party at any time to insist upon the performance of any provision of this Supplier Agreement (including these Standard Terms) does not comprise a waiver of the party's right to subsequently insist upon performance of that or any other term.
6. The Supplier will render an Invoice to the Client (billed 1 month in advance) periodically in accordance with Item **Error! Reference source not found.** of the Supplier Agreement. The Supplier will ensure that the Invoice meets the requirements of a valid Tax Invoice if GST applies. The Client must pay the Invoice, including any GST and any Itemised Expenses (if applicable), within 7 days of the Invoice date. Late payments will incur a fee of 2% per month.
7. All Intellectual Property created by the Supplier in the course of delivering the Services remains the property of the Supplier and the Client will have no claim upon it. The Supplier grants to the Client a non-exclusive, royalty-free licence to use or otherwise deal with any such Intellectual Property to the extent reasonably necessary to enable the Client to obtain the full benefit of the Services. The Client shall not have any right to sub-license such Intellectual Property to any extent, except where the Client transmits the whole or a relevant part of its business to any successor in title. In those circumstances, the Client's licence to use the Intellectual Property shall transmit to the transferee concurrently with the transmission of business.
8. While the Supplier will exercise reasonable skill, care and diligence to deliver the Services in a manner consistent with achieving the Client's Expected Outcome, the Client acknowledges that the Supplier makes no warranty or guarantee that the Expected Outcome can or will be achieved by the delivery of the Services.
9. Either party may terminate the Supplier Agreement:
 - (a) on 30 days written notice to the other party; or
 - (b) without notice if the other party:
 - (i) commits a serious and/or persistent breach of the Supplier Agreement and/or the Standard Terms; and/or
 - (ii) an Insolvency Event occurs.
10. If the Supplier Agreement is terminated:
 - (a) from the Termination Date the Supplier is relieved of any future performance of the Services without prejudice to any right of action that may have accrued as at the Termination Date (including any right to recover damages); and
 - (b) the Client will not be entitled to any refund of any portion of the Fees which may have been paid in advance.
11. This Supplier Agreement, including these Standard Terms, represent the entire understanding and agreement between the parties as to its subject matter and the Client acknowledges and agrees that in entering this Supplier Agreement it has not placed any reliance upon any representation (by words or conduct) made by or on behalf of the Supplier as to the subject matter of the Supplier Agreement, except to the extent reflected herein.
12. No agreement or understanding varying this Supplier Agreement (or the Standard Terms) will be legally binding unless it is evidenced in writing and signed by both parties. This Supplier Agreement may be renewed by written agreement between the parties and, if so renewed, will continue for the further agreed Term on the same terms and conditions.
13. Each party agrees that the information contained in this Supplier Agreement, including these Standard Terms, is confidential, and each party agrees to keep such information confidential.
14. Clauses 5, 7, 10 and 13 of these Standard Terms survive termination of the Supplier Agreement.
15. This Supplier Agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia.
16. If any part of this Supplier Agreement, including the Standard Terms, is or becomes illegal or unenforceable, the offending part of the relevant provision will be severed from the Supplier Agreement. Severance of any part of the Supplier Agreement will not affect the continued operation of the remaining provisions.
17. In this Supplier Agreement (and these Standard Terms):
 - (a) Fees means the amount payable for the provision of the Services as set out in Item **Error! Reference source not found.** of the Supplier Agreement.
 - (b) GST has the meaning prescribed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation;
 - (c) Insolvency Event means:
 - (i) a party ceases to carry on business;
 - (ii) a party ceases to be able to pay its debts as they fall due; or
 - (iii) any step is taken to appoint a receiver, manager, liquidator or trustee in bankruptcy to a party's business.
 - (d) Itemised Expenses means those expenses that have been agreed by the parties and are invoiced by the Supplier in sufficient detail to enable the Client to confirm the legitimacy of the expense incurred.
 - (e) Services means the services described in Item **Error! Reference source not found.** of the Supplier Agreement.
 - (f) Term means the period commencing on the Start Date and ending on the End Date set out in Item **Error! Reference source not found.** of the Supplier Agreement.
 - (g) Termination Date means:
 - (i) where the Supplier Agreement comes to an end by the effluxion of time, and no renewal occurs, the End Date;
 - (ii) where the Supplier Agreement is terminated with notice, the last day of the notice period prescribed in clause 9(a) of these Standard Terms; or
 - (iii) where the Supplier Agreement is terminated without notice pursuant to clause 9(b) of these Standard Terms, the date that the termination is communicated to the other party.