



SAIZEN CONSULTING PTY LTD

ABN 68 074 337 821

Incorporated in Australia and registered in Papua New Guinea as an Overseas Company

Reg No. 3-135315397 | IPA Certification No. 111462

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

(Architectural Consultancy and Project Management Services)

This agreement includes:

Sections A–C (Parties, Definitions and Services)

Clauses 1–14 (Standard Terms and Conditions)

The Services Schedule/Fee Proposal

File: Saizen Standard Consulting Agreement Version 2603

Introduction

These Standard Conditions of Engagement (“Conditions”) set out the basis upon which Saizen Consulting Pty Ltd (“Consultant”) provides professional architectural, project management, design management and advisory services.

The Consultant operates across Australia, Papua New Guinea and the broader Asia-Pacific region, delivering services on complex projects involving multiple stakeholders, procurement interfaces and regulatory environments. These Conditions have been developed to reflect the practical realities of project delivery, including the coordination of consultants, interaction with contractors, and engagement with authorities.

The purpose of these Conditions is to establish a clear and consistent framework for the delivery of Services, define the respective roles and responsibilities of the Consultant and the Client; and allocate risk in a manner consistent with professional services engagements of this nature and scale.

These Conditions are intended to apply to all engagements unless varied by written agreement. They should be read in conjunction with the applicable Services Proposal, Fee Proposal or Agreement, which will define the specific scope, fees and program relevant to each project.

By engaging the Consultant, the Client acknowledges that the Services are provided on a professional advisory basis, and do not extend to construction, contractor performance, or delivery outcomes beyond the Consultant’s reasonable control.



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PARTIES, DEFINITIONS AND SERVICES

A. Parties and Agreement

A.1 Parties

This agreement is made between:

CONSULTANT – Saizen Consulting Pty Ltd
(Incorporated in Australia and registered in Papua New Guinea as an overseas company certified under the Investment Promotion Act 1992)
 ABN 68 074 337 821,
 PNG Reg No. 3-135315397
 IPA Cert. No. 111462

and

CLIENT – the entity identified in the Services Schedule/Fee Proposal.

A.2 Operating Presence

The Consultant performs Services in Papua New Guinea through its registered overseas company and holds all required registrations, including Investment Promotion Authority certification.

A.3 Agreement Structure

This agreement comprises these Standard Terms together with the Services Schedule/Fee Proposal

B. Definitions and Interpretation

B.1 Definitions

In this agreement:

- **Agreement** means the documents described in clause A.3;
- **Client** means the party identified in the Services Schedule/Fee Proposal;
- **Consultant Documents** means all materials prepared by the Consultant in connection with the Services;
- **Fees** means the fees set out in the Services Schedule/Fee Proposal;
- **Program** means the program under clause 4;
- **Project** means the project described in the Services Schedule/Fee Proposal;
- **Project Definition** has the meaning in clause 2;
- **Reimbursable Expenses** means costs incurred in performing the Services;
- **Services** means the services described in the Services Schedule/Fee Proposal;

- **Services Schedule/Fee Proposal** means any document issued by the Consultant describing the Project, Services, Fees and Client;
- **Force Majeure Event** has the meaning in clause 12;
- **Base Currency** is AUD (clause 3.5).

B.2 Interpretation and Order of Precedence

Headings do not affect interpretation. References include amendments and successors. Singular includes plural.

If there is inconsistency:

- (a) specific provisions relating to scope, Services, Fees or Program in the Services Schedule/Fee Proposal prevail;
 - (b) otherwise, these Standard Terms prevail; and
 - (c) where more than one Fee Proposal applies, the most recent prevails.
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C. Services and Engagement

The Services Schedule/Fee Proposal defines the Project, Services, Fees and Program assumptions, and the Consultant will perform the Services in accordance with this agreement.

This agreement becomes binding upon the earliest of:

- (a) written acceptance of a Services Schedule/Fee Proposal;
- (b) the Client instructing or permitting commencement of the Services; or
- (c) payment of any mobilisation invoice, and in such circumstances the Client is deemed to have accepted this agreement.

The Consultant is not obliged to commence or continue the Services until any required advance payment or mobilisation amount has been received.



STANDARD TERMS AND CONDITIONS

1. PERFORMANCE

1.1 Consultant's Responsibility

The Consultant must perform the Services with the professional skill, care and diligence expected of a suitably qualified architectural and project management consultant for projects of similar size, nature and complexity.

In doing so, the Consultant will:

- (a) act as the Client's professional adviser and, where authorised, limited agent;
- (b) exercise independent professional judgment, having regard to the Client's objectives, budget and program;
- (c) promptly notify the Client of any matter materially affecting scope, cost, quality, timing or its ability to perform the Services;
- (d) coordinate and integrate inputs of Client-engaged consultants without assuming responsibility for their design or advice;
- (e) provide periodic progress reporting;
- (f) maintain appropriate project records and provide reasonable access on request; and
- (g) comply with applicable laws, standards and good industry practice.

1.2 Client Obligations

The Client must:

- (a) provide timely instructions, information, approvals and decisions;
- (b) ensure accuracy of all information provided;
- (c) cooperate and not delay or interfere with the Services;
- (d) engage and be responsible for consultants and contractors (unless otherwise agreed);
- (e) review deliverables promptly; and
- (f) provide safe site access and necessary rights to the Site.

1.3 Scope Limitations

The Consultant is not responsible for construction works, materials, equipment or trade services unless expressly included in the Services.

1.4 Design Management

Where the Services include design management, the Consultant will coordinate and manage the

design process but is not responsible for design prepared by others. Each design consultant remains solely responsible for its own design, and the Consultant may rely on their information without independent verification.

1.5 Reliance and Outcomes

The Consultant may rely on information provided by others and does not guarantee construction cost, program or outcomes dependent on third parties or authorities.

1.6 Prior Services and Staging

- (a) This agreement applies to Services performed prior to its date.
- (b) Services may be performed concurrently or in stages. Progression between stages is subject to Client approval where required.

2. PROJECT DEFINITION AND COST OF WORKS

2.1 Project Definition

- (a) The Services and Fees are based on the Project Definition set out in the Services Schedule/Fee Proposal.
- (b) The Project Definition may comprise an estimated Cost of Works, a construction contract (including AS 4902), a written project description, or any combination, and establishes the agreed scope, scale and complexity at the date of this agreement.

2.2 Cost of Works

- (a) Any stated Cost of Works is indicative only and forms part of the Project Definition.
- (b) Fees are not calculated as a percentage of Cost of Works unless expressly stated.
- (c) Cost of Works (excluding GST) includes the total cost of completing the Project (including contract sums and Client-supplied items) but excludes professional fees, authority charges, land, finance and legal costs.

2.3 Fee Basis

Fees are lump sum and fixed based on the Project Definition and scope. Reductions in Project cost (including through value engineering,



procurement or market conditions) do not reduce the Fees.

2.4 Changes to Project Definition

- (a) If the Project Definition is materially changed, the Consultant is entitled to an equitable adjustment to Fees.
- (b) Material change includes (without limitation):
 - (i) Cost of Works increase exceeding 20%;
 - (ii) changes to scope, scale, quality or complexity;
 - (iii) changes to the brief or design parameters;
 - (iv) amendments to construction contracts affecting scope or staging;
 - (v) program extensions or procurement changes;
 or
 - (vi) any circumstance requiring additional or more complex Services.

2.5 Adjustment Basis

Adjustments will reflect changes in scope, complexity, risk, time, resources and program impacts.

2.6 No Agreement

If adjustment cannot be agreed, the Consultant may suspend affected Services or continue only in accordance with the original Project Definition, without breach.

3. VARIATIONS

3.1 Variations

The Client may request a variation, but no variation is binding unless agreed in writing, including the scope and any adjustment to Fees and/or program (or the basis for determining them).

If, in the Consultant’s reasonable opinion, any instruction or circumstance constitutes a variation, the Consultant may issue a notice identifying the variation and stating the proposed Fee adjustment or method of valuation. The Consultant is not obliged to proceed without written direction from the Client. If the Client does not respond within 5 Business Days, the Consultant may elect not to proceed.

3.2 Entitlement

Where a variation is instructed or performed, the

Client must pay the applicable additional Fees and Reimbursable Expenses.

3.3 Deemed Variations

A variation is deemed to arise whether or not formally instructed, where the Services are increased or made more complex due to:

- (a) Client-related causes (including delays, incomplete or inaccurate information, or changes to the brief);
- (b) changes to the Project Definition, scope, staging, procurement or construction contract;
- (c) delays, extensions or prolongation beyond the Consultant’s reasonable control;
- (d) external factors (including changes in law, authority requirements, market or supply conditions); or
- (e) suspension of the Services (including for non-payment).

3.4 Valuation

Variations will be valued as agreed, or failing agreement, on a reasonable time-cost basis using prevailing rates or by reasonable assessment having regard to scope, complexity, risk and resources.

3.5 Adjustment Events

The Consultant is entitled to an equitable adjustment to Fees where its cost of performing the Services is materially impacted by events beyond its reasonable control, including:

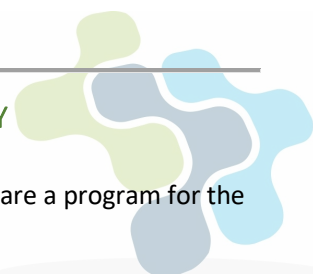
- (a) foreign exchange movements where PGK depreciates by more than 20% against the Base Currency (adjustment applying beyond that threshold);
- (b) significant increases in labour, consultant, travel or mobilisation costs; or
- (c) material market or supply disruptions.

Where PGK strengthens, no adjustment applies unless movement exceeds 20%, and any adjustment is limited to a reasonable proportion of that movement.

4. PROGRAM AND DELAY

4.1 Program

- (a) The Consultant will prepare a program for the Services (Program).



(b) The Program sets the anticipated sequencing and duration of the Services and forms the baseline timeframe.

(c) The Consultant will perform the Services with reasonable skill, care and diligence and use reasonable endeavours to have regard to the Program.

4.2 Nature of Program

The Program is indicative only and dependent on Client inputs, consultants, contractors and external factors. No timeframe is guaranteed.

4.3 Delays

The Consultant is not responsible for delay to the extent caused by:

- (a) the Client (including delayed instructions, information or approvals);
- (b) other consultants or contractors;
- (c) authorities;
- (d) changes to the Project or scope; or
- (e) matters beyond the Consultant's reasonable control.

4.4 Suspension

The Consultant may suspend the Services under clause 5.5 and is entitled to an extension of time and adjustment to Fees.

4.5 Extension and Fee Adjustment

- (a) Fees are based on the baseline Program.
- (b) If the Services are extended for reasons not caused by the Consultant, the Consultant is entitled to an extension of time and equitable adjustment to Fees, including for extended involvement, delay, re-sequencing or prolongation.
- (c) An extension beyond **6 months** is a material extension.
- (d) Adjustments will reflect additional time, resources, personnel, cost, risk and overheads.

4.6 Rework

Reprogramming, re-coordination or re-issue of documents due to delay is a variation under clause 3.

4.7 No Liability for Delay

To the extent permitted by law, the Consultant is not liable for delay or its consequences except to the extent caused by its breach.

4.8 Resumption

Following suspension or delay, the Consultant will resume the Services within a reasonable time, subject to resource availability and agreement on any adjustments to Fees and the Program.

5. PAYMENT

5.1 General

The Client must pay the Fees and Reimbursable Expenses in accordance with this agreement and perform its obligations in a timely manner.

5.2 Basis of Fees

Fees are lump sum and are based on the Project Definition and Services, subject only to adjustment under this agreement.

5.3 Invoicing

The Consultant may issue tax invoices in advance as set out in the Services Schedule/Fee Proposal (including stage, periodic, mobilisation or retainer payments) and for Reimbursable Expenses as incurred or reasonably estimated.

5.4 Payment

- (a) Invoices must be paid in advance or within the time stated in the Services Schedule/Fee Proposal, whichever is earlier.
- (b) Payment is a condition precedent to the Consultant's obligation to perform or continue the Services.

5.5 Suspension

If payment is not made when due, the Consultant may suspend the Services on 5 Business Days' notice. The Consultant is not liable for resulting delay and is entitled to an extension of time and adjustment to Fees.

5.6 Interest

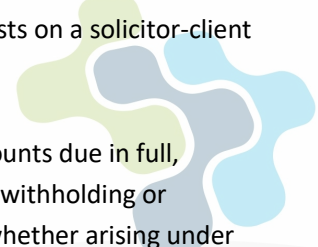
Overdue amounts accrue interest at 17% per annum, calculated daily.

5.7 Recovery Costs

The Client must reimburse all reasonable costs of recovery, including legal costs on a solicitor-client basis.

5.8 No Set-Off

The Client must pay all amounts due in full, without set-off, deduction, withholding or counterclaim of any kind, whether arising under



this agreement or otherwise, except as required by law.

5.9 Condition of Performance and Use

The Consultant's obligation to perform the Services and the Client's right to use the Consultant's documents are conditional on full and timely payment.

5.10 Project Suspension or Abandonment

If the Project is suspended, delayed or does not proceed (other than due to the Consultant's breach):

- (a) all Fees for Services performed and the current stage are immediately due and payable; and
- (b) the Consultant is entitled to **60% of the balance of Fees for the remaining Services**, as a genuine pre-estimate of loss.

6. INSURANCES

6.1 Generally

The Consultant must maintain:

- (a) public liability insurance; and
- (b) professional indemnity insurance, covering legal liability in connection with the Consultant performing the Services and its other obligations under this agreement.

6.2 Limitations

The Client acknowledges that the Consultant's insurance is subject to insurer exclusions, limitations and deductibles, and market availability. The Consultant is not required to maintain insurance where it is unavailable on commercially reasonable terms or excluded for the relevant work or jurisdiction (including Papua New Guinea).

7. LIMITATION OF LIABILITY

7.1 Generally

The Consultant's maximum aggregate liability to the Client (or anyone claiming through the Client) arising out of or in connection with this agreement including liability for breach of contract, for tort including negligence, or on any other legal basis) is limited to the greater of:

- (a) the insurance proceeds actually recovered; or

- (b) the Fees paid or payable by the Client to the Consultant under this agreement.

7.2 Consequential Loss

Subject to clause 7.3 (and to the extent permitted by law) neither party will have any liability to the other (including liability for breach of contract, for tort including negligence, or on any other legal basis) for:

- (a) loss of revenue, use, production, goodwill, profit, income, business, contract or anticipated savings;
- (b) financing costs or increase in operating costs; or
- (c) other financial or economic loss or any other special or indirect loss or damage (excluding any losses and damages to the extent arising naturally according to the usual course of things from the relevant conduct or breach).

7.3 Exclusions

Nothing in this agreement limits the Consultant's right to bring claims for contribution, recovery, indemnity or similar against the Client where the Client's negligence or other wrongful conduct has contributed to a claim by a third party against the Consultant.

8. INTELLECTUAL PROPERTY

8.1 Ownership

All intellectual property rights in documents, drawings, models, reports and other materials produced by the Consultant (Consultant Documents) remain the property of the Consultant.

8.2 Licence

- (a) Subject to full payment of all Fees, the Consultant grants the Client a non-exclusive, non-transferable licence to use the Consultant Documents solely for the design, procurement, construction, completion, occupation and maintenance of the Project.
- (b) The licence is suspended while any invoiced amount remains unpaid and becomes irrevocable upon full and final payment.
- (c) The Client may provide the Consultant Documents to contractors, consultants, authorities and financiers for the Project.

8.3 Non-Payment and Risk

Use of the Consultant Documents prior to full payment is at the Client's sole risk, and the Consultant has no liability arising from such use.

8.4 Limitations

The Client must not, without prior written consent, use the Consultant Documents for any other project, or reproduce, adapt or rely on them except as required for the Project.

8.5 Reliance

The Consultant Documents are prepared for the specific Project and conditions. Any other use is at the Client's sole risk.

8.6 Digital Documents

Digital files must not be amended without consent. In case of discrepancy, PDF or printed documents prevail.

8.7 Moral Rights and Attribution

The Consultant retains all moral rights. The Client must not remove authorship notices and must acknowledge the Consultant where practicable.

8.8 Publication

The Consultant may use Project materials for professional and promotional purposes, excluding confidential information.

9. RELIANCE AND USE

The Client may rely on and use the Consultant's documents and Services solely for the Project and in accordance with this agreement. No third party may rely on them without the Consultant's prior written consent, and any approved reliance must be subject to a written agreement on terms no less favourable to the Consultant.

The Client must not use the Consultant's documents for any other purpose, or reproduce, adapt or modify them except as reasonably required for the Project.

This clause survives termination.

10. CERTIFICATION AND SUPERINTENDENT ROLE

(Applicable where the Consultant performs contract administration, certification or superintendent functions)

10.1 Role and Standard of Care

In performing any assessment, certification, valuation or determination, the Consultant will act honestly, fairly and with independent professional judgment, but is not an arbitrator, cost expert or mediator.

10.2 No Responsibility for Contractor

The Consultant does not warrant or guarantee the contractor's performance, quality or completeness, and is not responsible for construction methods, sequencing, safety, site management or identifying all defects.

10.3 Effect of Certification

Any certificate, assessment or approval is given using reasonable skill, care and diligence based on available information, does not relieve the contractor of its obligations, and does not constitute acceptance of defective work.

10.4 Reliance

The Consultant may rely on information, tests, inspections and certifications provided by others, unless it has actual knowledge they are incorrect.

10.5 No Personal Liability

All such functions are performed by the Consultant entity, and no individual has personal liability.

11. TERMINATION

11.1 Termination Rights

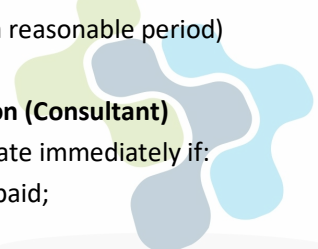
This agreement may be terminated:

- (a) at any time by mutual written agreement;
- (b) by either party for convenience on 15 Business Days' written notice; or
- (c) by a party for substantial breach not remedied within 5 Business Days (or a reasonable period) after notice.

11.2 Immediate Termination (Consultant)

The Consultant may terminate immediately if:

- (a) any amount remains unpaid;



- (b) the Project is suspended or delayed for more than 30 days;
- (c) continuation would require unlawful, unethical or professionally improper conduct; or
- (d) the Client is insolvent.

11.3 Suspension

The Consultant may suspend the Services instead of terminating.

11.4 Consequences of Termination

On termination, the Consultant is entitled to payment for Services performed, committed or partially completed stages, Reimbursable Expenses incurred or committed, and reasonable demobilisation and close-out costs, together with (where termination is for convenience by the Client) a reasonable allowance for loss of opportunity and resourcing commitments. All amounts are payable immediately (or as stated in the Services Schedule/Fee Proposal) and subject to interest under clause 5.

Use of Consultant Documents remains subject to clause 8, and any licence is suspended while Fees remain unpaid. Each party must, on request, return or provide relevant Project information, subject to payment of outstanding Fees.

Clauses relating to payment, limitation of liability, intellectual property, indemnity and dispute resolution survive termination.

12. FORCE MAJEURE

12.1 Definition

Force Majeure means any event beyond a party's reasonable control, including war, terrorism, civil unrest, natural disasters, epidemic or pandemic, government actions, or failure of utilities or transport.

12.2 Relief

A party affected by Force Majeure is not in breach to the extent affected, is entitled to a reasonable extension of time, and the Consultant is entitled to an adjustment to Fees for any resulting increase in cost or effort.

12.3 Notice

The affected party must notify the other as soon as reasonably practicable.

12.4 Prolonged Event

If the event continues for more than 60 days, either party may terminate on written notice.

13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1 Process

A party must give written notice of any dispute. Senior representatives must meet within 10 Business Days to attempt resolution. If unresolved within 15 Business Days, the dispute must be referred to mediation administered by the Resolution Institute or as agreed. If still unresolved within 20 Business Days, the dispute must be referred to arbitration.

13.2 Arbitration

Arbitration will be conducted under the Resolution Institute or ACICA rules, by a single arbitrator, seated in Brisbane, Australia, in English. The decision is final and binding.

13.3 Continuity and Relief

The parties must continue to perform this agreement despite any dispute. Either party may seek urgent court relief.

13.4 Governing Law

This agreement is governed by the laws of Queensland, Australia.

14. EXECUTION AND ACCEPTANCE

This agreement is formed by signature of both parties or the Client's written acceptance of a Fee Proposal, and is deemed accepted if the Client instructs, permits commencement of, or pays for the Services. It may be executed in counterparts, including electronically.

Where the Services Schedule/Fee Proposal provides for staged engagement, the Services may be undertaken in stages by written instruction, and the Consultant is not obliged to commence or continue any stage unless the instruction is given, the applicable Fees and program are agreed, and any required advance payment is received.