

These **General Terms**

are made between any of the following parties and a third party (**Customer**) executing an Engagement Document that references these terms:

- (1) iCatalyst Pty Ltd
ABN: 62 645 263 001
of 18 / 513 Hay St, SUBIACO, WA 6008
- (2) iCatalyst Enterprise Solutions Pty Ltd
ABN: 13 654 822 929
of 18 / 513 Hay St, SUBIACO, WA 6008
- (3) iCatalyst Platform Solutions Pty Ltd
ABN: 62 669 277 669
of 18 / 513 Hay St, SUBIACO, WA 6008
(collectively, known as the **iCatalyst Group**)

Background

- A Customer wishes to engage iCatalyst to customise, install and support Microsoft Dynamics365 Business Applications for use by Customer.
- B iCatalyst has agreed to provide the services on the terms of this agreement.

The parties agree in consideration of, among other things, the mutual promises contained in this agreement:

1 Definitions and Interpretation

1.1 Definitions

In this agreement, unless the contrary intention appears:

Acceptance Certificate means a certificate (template provided by iCatalyst) issued by Customer stating that the Acceptance Tests have been successfully completed.

Acceptance Testing means the functional and operational testing of the Solution in accordance with the agreed acceptance test plan to determine whether the Solution functions in accordance with the Specifications, and **Acceptance Tests** has a corresponding meaning.

Affiliate means any company controlling, controlled by or under common control with a party.

Business Day means:

- a) for the purposes of clause 23.5, a day on which banks are open for Business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday; and

- b) for all other purposes, a day on which banks are open for Business in the Jurisdiction, excluding a Saturday, Sunday or public holiday.

Cancellation Fee means the fee outlined in the Engagement Document, if applicable.

Claim means a claim, action, proceeding or demand made against a party, whether present or future, fixed or unascertained, actual or contingent.

Completion means when iCatalyst has done all things necessary or appropriate to complete the Project in accordance with this agreement and the Specifications.

Confidential Information means any information of any kind relating to a party, its Affiliates or its Partners, excluding any information lawfully in the public domain.

Confidentiality Limit means the confidentiality limit specified in schedule 1 and/or the Engagement Document

Consequential Damages means loss of opportunity, loss of revenue, loss of profit, loss of anticipated profit, loss of anticipated savings or benefits, loss of business or business opportunities, damage to reputation, the cost of capital and other financing costs, and any indirect, special, economic or consequential damages arising in relation to this agreement, whether in an action in contract, tort, product liability, statute, under an indemnity or on any other basis.

Consulting Fee means the fees detailed in clause 11.1, unless specified in the Engagement Document

Customisations means configuration and improvements to the Standard Product(s) outlined in the Engagement Document and to be developed in accordance with the Specification Documents issued from time to time under clause 3.1.

Customer Address means the Customer address specified in schedule 1 and/or the Engagement Document

Customer Representative means the person named in schedule 1 or otherwise notified to iCatalyst by Customer from time to time.

Default means when a party:

- a) materially breaches a term of this agreement and does not remedy that breach within 30 Business Days of receiving notice of it from the other party; or
- b) suffers an Insolvency Event.

Defect means any defect, fault or error in the Customisations which causes it to function other than in accordance with the Specifications.

iCatalyst Address means iCatalyst address specified in schedule 1 and/or the Engagement Document

iCatalyst Representative means the person named in schedule 1 or otherwise notified to Customer by iCatalyst from time to time and/or the Engagement Document

Documentation means all documentation developed by iCatalyst and provided to the Customer under this agreement.

Engagement Document means any of the Proposal Quote, Project Statement of Works, Work Order, Variation Order and Managed Services, or Support Agreement;

Expert means:

- a) in relation to a dispute of a legal nature, an independent lawyer with at least 10 years' experience in contract drafting and interpretation; and
- b) in relation to a dispute of a technical nature, an independent software engineer with at least 10 years' experience in software design.

Fee(s) means the Subscription License Fees, Consulting Fee, and the Support Fee and, if applicable, the Cancellation Fee as detailed in clause 11.2

Force Majeure Event means when something occurs for reasons outside a party's control and includes but is not limited to:

- a) the unavailability of utility services such as electricity, gas and water (other than by reason of any of your acts or omissions);
- b) fire (other than as caused by any of your acts or omissions), storm, lightning, flood, earthquake or other act of God;
- c) a pandemic;
- d) acts of war, terrorism or riots; and
- e) strikes or lockouts (other than strikes or lockouts involving only or principally iCatalyst's personnel).

iCatalyst means the member of the iCatalyst Group which issues the invoice in accordance with Clause 11.2

Insolvency Event means:

- a) a winding up petition is presented against a party;
- b) a party is placed under official management, administration, bankruptcy or provisional liquidation; or
- c) a receiver or receiver and manager or other controller is appointed over a party's undertaking or property or any part of it.

Intellectual Property means any intellectual or industrial property right, including any patent, design right, invention, copyright, semiconductor or circuit layout right, confidential or proprietary information, know how, trade mark or other right.

Jurisdiction means Perth, Western Australia.

Liability Limit means the amount paid or payable to iCatalyst under the terms of the related Engagement Document.

Loss means damage, loss, cost, expense or liability incurred by a party, whether present or future, fixed or unascertained, actual or contingent.

Microsoft Customer Agreement means the agreement signed by Customer and Microsoft Ireland Operations Limited or its Affiliate.

Non-excludable Right means a condition, warranty, right or remedy that is implied into this agreement by law and that cannot be excluded or restricted by agreement.

Notice means any notice or other communication to or by a party to this agreement, including any request, demand, consent or approval.

Partner means any person whose confidential information a party has access to and has undertaken to protect.

Payment Terms means the terms set out in clause 11.2, unless otherwise specified in the Engagement Document.

Project means the installation of the Solution and development, installation, testing and support of Customisations as set out in the Engagement Document.

Project Timetable means the timetable outlined in the Engagement Document and as updated by agreement in writing.

Solution means the Customisations to the Standard Product and integrations of third-party products applications, as detailed in the Engagement Document.

Specification refers to the design and configuration of the system detailed in the Specification Documents

Specification Documents means specifications prepared by iCatalyst setting out:

- a) the functionality requirements of the Standard Product and Customisations;
- b) the milestone dates for the delivery of the Project.

and approved by Customer in accordance with clause 3.1.

Staff means the employees, officers, agents and consultants of a party and its Affiliates.

Standard Product means the third-party software detailed in the Engagement Document.

Subscription License Fee means the fees outlined in clause 11.2

Supply means a supply of goods, services, rights, benefits or other things under this agreement.

Support Fee is the managed service fee and support fee detailed in clause 11.2.

Tax means a sales tax, value added tax, goods and services tax or other tax levied on a Supply.

Term means the period set out in the Engagement Document and if none Schedule 1.

Variation means a change to the character or quality of the Project or variation of, addition to or deletion of work from the Project which is within the scope of the agreement.

Variation Quote means a quote setting out:

- a) whether a proposed Variation can be performed; and
- b) the likely effect that the Variation will have on:
 - (i) the Project Timetable;
 - (ii) the Fees.

Warranty Period means the period set out in the Engagement Document or if none, Schedule 1 or .

2 Engagement of Services

2.1 Engagement

Customer engages iCatalyst and iCatalyst accepts the engagement for the Term to carry out the Project.

3 Development of Specifications and Project Timetable

3.1 Specifications

- (a) The draft Specification Document is set out in the Engagement Document.
- (b) Within 5 Business Days of receipt of the Specification Document, Customer will give iCatalyst notice in which it:
 - (i) approves the Specifications as satisfactory; or
 - (ii) specifies the changes which Customer wishes to be made to the Specifications, in which case iCatalyst will within 5 Business Days of receipt of the notice provide Customer with a further draft of the Specifications which incorporates the specified changes.
- (c) The parties will agree the final Specification Document within 5 Business Days of any redraft under clause 3.1(b)(ii).

3.2 Project Timetable

The customer accepts the Project Timetable as detailed in the Engagement Document, save that iCatalyst reserves the right to

amend the Project Timetable based on any agreed changes to the Draft Specification iCatalyst reasonably demonstrates an incremental increase in Fees or time taken to complete the Project as a result of those agreed changes. iCatalyst may provide a Variation reflecting the change in the Project Timetable and/or Fees, which shall not be unreasonably be refused.

4 Customisation of Software

4.1 Standards

- (a) iCatalyst must develop the Customisations in accordance with the Specifications and the Project Timetable.
- (b) iCatalyst must, in carrying out the Project:
 - (i) exercise professional care, skill and diligence of the standard reasonably expected of a leading software implementation specialist.
 - (ii) fully and faithfully account for all services rendered to Customer under this agreement and as Customer reasonably requires.
 - (iii) in a manner which is sufficient for the Customer's intended purposes as detailed in the Engagement Document.

5 iCatalyst Staff

iCatalyst must make available all necessary Staff required to carry out the Project within the time frames and to the standards required by this agreement.

6 Documentation

6.1 Supply and format

iCatalyst must provide Customer with all Documentation reasonably necessary for the operation and support of the Solution.

7 Acceptance Testing

7.1 Conduct of Testing

- (a) Customer will conduct Acceptance Testing following the delivery and installation of the Solution in a testing environment provided by Customer.
- (b) Customer will, prior to the release of the Solution in the production environment or other live operational environment, conduct such tests as agreed in writing and necessary to determine whether Solution complies with the applicable Specifications and other requirements of the Engagement Documents.

- (c) The Customer shall promptly notify iCatalyst of the results of the Acceptance Testing

7.2 Results of Testing

- (a) When Acceptance Testing demonstrates that the Solutions complies in all respects with the Specifications, Customer will provide Notice, which Notice shall be provided by Customer within the period detailed Engagement Document.
- (b) If as a result of any testing, the Solution does not comply with any of the Specifications requirements, Customer may within 2 Business Days of receipt of the test results give a notice to iCatalyst specifying the extent of the non-compliance and:
- (i) requiring iCatalyst to take all action reasonably necessary to ensure compliance;
 - (ii) specifying the extent of non-compliance which Customer accepts and requiring iCatalyst to take all action reasonably necessary to ensure compliance in all other respects; or
 - (iii) stating that Customer accepts the non-compliance.
- (c) Within 2 Business Days of receipt of a notice under clause 7.2(b)(i) or 7.2(b)(ii) iCatalyst will conduct Acceptance Tests in relation to the non-compliance identified in the notice.

7.3 Delivery of Solutions

On receipt of an Acceptance Certificate or a notice given under clause 7.2(b)(iii), iCatalyst must deliver the Solution to the Customer.

7.4 Support Services

- (a) During the Term iCatalyst will provide all advice and assistance reasonably requested by Customer in relation to the Solution as outlined in the Engagement Document.
- (b) Customer will make all requests for advice and assistance by telephone, email or online portal (as detailed in the Engagement Document).

8 Warranties

8.1 iCatalyst warranty

iCatalyst warrants that all Customisations supplied by iCatalyst or its subcontractors under this agreement will for the Warranty Period:

- (a) be free from Defects;
- (b) be fit for its intended purpose as detailed in the Engagement Document; and
- (c) operate in accordance with the Specifications.

8.2 Implied terms

The parties acknowledge that there are certain Non-excludable Rights. Nothing in this agreement operates to exclude a Non-excludable Right.

8.3 Warranty period

- (a) At any time during the Warranty Period, Customer may notify iCatalyst in writing of any Defect or suspected Defect in the Customisations.
- (b) Within 5 Business Days of receiving notification under clause 8.3(a) iCatalyst will, to the extent necessary to rectify the Defect, inspect, replace or repair the Customisations at no additional charge to Customer.

8.4 Limitation of Warranty

iCatalyst will not be liable under clause 8 to the extent that the Defect is the result of modification or misuse of the Solution by Customer.

9 Variations

9.1 Variations requested by Customer

At any time during the Term, Customer may by notice to iCatalyst request iCatalyst to perform a Variation, and within 5 Business Days of receipt of a notice from Customer, iCatalyst will provide Customer with a Variation Quote. All Variations shall remain valid for 20 Business Days and must be approved in writing by the Customer via a signed Variation Quote.

10 Delays

10.1 Completion

iCatalyst will achieve Completion on or before the date specified for Completion in the Project Timetable.

10.2 Extension of time

- (a) iCatalyst may claim an extension of time if Completion is or is likely to be delayed as a result of:
 - (i) a Force Majeure Event;
 - (ii) a Variation; or
 - (iii) a breach by **Customer** of its obligations under this agreement.

10.3 Consequences of delay

- (a) iCatalyst shall be liable for all costs and expenses it incurs as a result of any delay solely caused by it.
- (b) Where any delay is caused by Customer, iCatalyst shall be entitled to a reimbursement of any material additional costs directly incurred as a result of the delay which additional costs shall be evidenced to the Customer's reasonable satisfaction.

11 Payment & Payment Terms

11.1 Fees

In consideration of the performance of the Project, Customer must pay iCatalyst the Fees in accordance with the Payment Terms. All fees are quoted exclusive of GST unless expressly stated otherwise in the Engagement Document.

11.2 Payment Terms

The Fees includes all fees, expense and charges that may be incurred in relation to the third-party software during the Term (including any reasonable mark-up at iCatalyst's discretion) as outlined in the Engagement Document and includes, without limitation, Cancellation Fees.

Subscription License Fees shall be invoiced in accordance with the Engagement Document, or if not stated, monthly in advance. Subscription License Fees shall be paid within 14 Business Days of a valid invoice being provided by iCatalyst, unless otherwise stated in the Engagement Document.

Support Fees shall be invoiced in accordance with the Engagement Document or if not stated, monthly in advance. Support Fees shall be paid within 14 Business Days of a valid invoice being provided by iCatalyst, unless otherwise stated in the Engagement Document.

Consulting Fees shall be paid within on a time and materials basis invoiced every two weeks. Consulting Fees shall be paid within 7 Business Days of a valid invoice being provided by iCatalyst, unless otherwise stated in the Engagement Document. Any cancellation of consulting activities within 48 hours of the agreed commencement time shall incur a Cancellation Fee. The Cancellation Fee shall be immediately due and owing, subject to a valid invoice being issued by iCatalyst.

11.3 Change in Fees

The Fees detailed in the General Terms are subject to change, as stipulated in the Engagement Document.

11.4 Failure to Pay

Failure to pay the Fees in full may result in immediate suspension of all iCatalyst services and licenses provided under this agreement, which will result in the inability to use or access the Solution.

11.5 Default

In the event of a Default by iCatalyst, Customer may at its sole discretion:

- (a) terminate this agreement in accordance with clause 18; and
- (b) take any other reasonable action appropriate to mitigate its loss.

12 Dispute resolution

12.1 Expert determination

If a dispute arises under this agreement or if a matter is referred to the Expert under any other provision of this agreement the following provisions apply:

- (a) Either party may nominate an Expert to determine the issues in dispute. The Expert to be appointed must be selected in accordance with clause 12.1(b)
- (b) The Expert must be selected by mutual agreement and appointed by both parties, and the parties must equally pay the costs of appointment of the Expert.
- (c) Each party must fully cooperate with the Expert, at its own expense.
- (d) The Expert must be instructed to make a determination of the matters in contention promptly and in any event, within 20 Business Days of his or her appointment.
- (e) The decision of the Expert will be final and binding on the parties and not subject to appeal.

13 Customer Obligations

13.1 Provision of information

Customer must provide iCatalyst, in a timely manner, with all Customer information and Staff co-operation reasonably required by iCatalyst to perform the Project.

13.2 Customer Staff

Customer must make available to iCatalyst appropriately qualified and experienced Customer Staff to facilitate performance by iCatalyst of its obligations under this agreement.

13.3 No Limitation

iCatalyst is not relieved of any liability under this agreement as a result of compliance with the quality assurance requirements under this agreement or anything which Customer does or does not do in relation to the quality assurance requirements under this agreement.

14 Intellectual Property

14.1 Ownership of Intellectual Property

Ownership of all Intellectual Property created by iCatalyst pursuant or incidental to the performance of the Project under this agreement will remain with iCatalyst free of encumbrances. For the avoidance of doubt, this Intellectual Property will include:

- (a) copyright in all Customisations;
- (b) copyright in all Documentation; and
- (c) concepts, ideas or discoveries in relation to any software, systems or processes developed by iCatalyst;
- (d) but shall exclude any Intellectual Property owned by the Customer at the date of this agreement.

14.2 Licences

- (a) To the extent necessary to enable iCatalyst to fulfil its obligations under this agreement, Customer grants a licence to iCatalyst to use any pre-existing Intellectual Property for the purposes of this agreement and for the Term.
- (b) To the extent necessary to enable Customer to use the Customisations and the Documentation iCatalyst grants a perpetual, royalty-free, transferable licence to Customer to use any pre-existing Intellectual Property contained in the Customisations or the Documentation.

15 Third Party Licences

15.1 Procurement of licences

Where any product supplied or procured by iCatalyst under this agreement uses any third party Intellectual Property, iCatalyst will notify the Customer as to the use of third party Intellectual Property and ensure its compliance of third party licenses for the purposes of the operation, replacement, maintenance, modification, adaptation or upgrade of the Customisations.

16 Insurance

16.1 Maintenance of insurance

iCatalyst will, at its own cost, take out and maintain insurance policies to cover iCatalyst against Claims against it including:

- (a) product and public liability cover to an amount reasonably appropriate for the Project; and
- (b) appropriate workers' compensation insurance.

17 Liability

17.1 Consequential losses

Neither party is liable to the other for Consequential Damages, even if advised of their possibility.

17.2 Liability Limit

The aggregate liability of either party to the other party in relation to this agreement whether in contract, tort (including negligence), product liability, statute, under an indemnity or on any other basis, is limited to the Liability Limit.

The Liability Limit does not apply in relation to:

- (a) a party's obligations under Non-excludable Rights;
- (b) Customer's obligation to pay the Fees;
- (c) liability arising as a result of a party's fraud or wilful breach of its obligations under this agreement; and
- (d) liability arising as a result of a party's breach of its obligations under clause 21, which is limited to the Confidentiality Limit.

17.3 Commencement of Claims

- (a) A party must commence legal proceedings in respect of any Loss or Claim arising in relation to this agreement within one year from the date on which the Loss or Claim first became known to the party.
- (b) A party is not liable for any Loss or Claim in respect of which legal proceedings have not been commenced within the period specified in clause 17.3(a).

17.4 Reduction in damages

Each party's liability to the other is reduced by:

- (a) compensation or reimbursement received by the other party from any third party, or any benefit received by the other party arising from the matters giving rise to that liability; and
- (b) reduction or extinguishment of the other party's taxation or other liabilities as a result of that liability.

18 Termination

18.1 Termination on Default

- (a) Subject to payment of the Cancellation Fee, either Party may terminate this agreement on 60 days' Written Notice.
- (b) Either party may terminate this agreement if the other is in Default.

- (c) The party in Default must, on demand, reimburse the other party for all costs and expenses (including lawyer's costs on an indemnity basis) incurred by the other party in connection with the preparation and service of a notice of Default.

18.2 Effect of termination

If this agreement is terminated or expires, Customer shall:

- (a) return any Documentation provided by iCatalyst.
- (b) pay the Cancellation Fee, if applicable
- (c) pay any fees incurred up to and including the date of termination (including software subscription and services). The customer is also bound by 3rd party licence agreements re subscription terms and termination

18.3 Transition out period

Until Customer has appointed an alternative supplier of the services the subject of this agreement, or made suitable alternative arrangements for the performance of the Project:

- (a) iCatalyst will provide; and
- (b) Customer will pay iCatalyst's reasonable costs of providing, any services and assistance reasonably required by Customer in accordance with the terms of this agreement.

18.4 Rights preserved

The expiry or termination of this agreement does not affect a party's rights against the other party in relation to anything that occurred before that expiry or termination.

19 Force Majeure

- (a) Despite any other provision of this agreement, neither party is liable for any failure to perform its obligations under this agreement where the failure is caused by a Force Majeure Event.
- (b) The party that has failed to perform its obligations must:
 - (i) notify the other party promptly of the failure and the reason for it; and
 - (ii) use its reasonable endeavours to minimise the effect of the Force Majeure Event and resume performance in accordance with this agreement as soon as possible.
- (c) On receipt of the notification referred to in clause 19(b), the parties must meet and discuss in good faith how to deal with the Force Majeure Event.

- (d) Either party may immediately terminate this agreement by giving the other party notice if the other party fails to perform its obligations because of a Force Majeure Event for 3 months.

- (e) This clause does not apply to clause 17, or any obligation to pay money.

- (f) A Force Majeure Event does not extend the Term.

20 Confidentiality

20.1 Obligations

If one party receives Confidential Information of the other party, the receiving party must:

- (a) use its best endeavours to protect the confidentiality of the other party's Confidential Information;
- (b) keep all documents containing the other party's Confidential Information in a secure place;
- (c) clearly mark all documents created by it containing the other party's Confidential Information as being confidential;
- (d) comply with all reasonable instructions given to it by the other party regarding the other party's Confidential Information;
- (e) subject to clauses 20.2(d), not disclose the other party's Confidential Information to a third party without first obtaining the consent of other party;
- (f) immediately notify the other party if it becomes aware of any loss or unauthorised use, access, copying or disclosure of the other party's Confidential Information; and
- (g) take steps reasonably requested by the other party to prevent or stop a breach or threatened breach of this clause 20.

20.2 Permitted use and disclosure

Each party:

- (a) must only use the other party's Confidential Information for the purposes of this agreement;
- (b) must not use the other party's Confidential Information to the disadvantage of the other party, its Partners or Associates;
- (c) may create, or permit to be created, a document which contains the other party's Confidential Information only if it is solely for the purposes of this agreement;
- (d) may only disclose the other party's Confidential Information to its Staff and Associates who have a specific need to access it for the purposes of this agreement; and

- (e) must, if a person to whom it has disclosed the other party's Confidential Information is breaching the obligation of confidence in this agreement, or the other party reasonably considers that it has or may do so, notify the other party of the name and address of that person.

20.3 Operation of this agreement

- (a) The obligations of confidence in this clause 20 do not apply to any Confidential Information that:
- (i) a party is required to disclose by any law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator, if the party discloses only the minimum Confidential Information required to comply with the law or order; or
 - (ii) lawfully enters the public domain after disclosure to a party.

20.4 Ensure others comply

Each party must:

- (a) inform its Staff and Associates who have access to the other party's Confidential Information under clause 20.2(d) of its obligations under this agreement;
- (b) ensure that they each observe its obligations under this agreement as if they were the party; and
- (c) if requested, procure written undertakings of confidentiality from its Staff and Associates in favour of the other party, in a form similar to the undertakings in this clause 20.

21 Privacy

Any personal information contained in any document or data provided by Customer to iCatalyst pursuant to this agreement will be handled by iCatalyst in accordance with all applicable laws, rules and regulations and iCatalyst's Privacy Policy, a copy of which is available on request. iCatalyst will not access or use the Customer provided data except as necessary to provide the Service Engagement Document and Technical Support.

22 Tax

22.1 Adjustment for Tax

If Tax is or becomes payable on a Supply made by iCatalyst in connection with this agreement and the amount otherwise payable for that Supply is not stated to already include an amount of Tax on the Supply, then iCatalyst may:

- (a) increase the amount payable by Customer for the Supply by the Tax amount; or
- (b) otherwise recover from Customer the Tax amount and Customer (or its nominee) must pay the Tax amount a reasonable time before iCatalyst is required to pay the Tax and in a manner consistent with the requirements for payment of other amounts under this agreement.

22.2 Default by Customer in paying Tax

- (a) If Customer fails to pay any Tax amount in accordance with this agreement, Customer must pay to iCatalyst on demand any additional tax, interest, fine or penalty that is payable by iCatalyst.
- (b) As between iCatalyst and Customer, iCatalyst is not obliged to pay any Tax or additional tax, interest, or penalty until the corresponding payment is received from Customer or its nominee.

22.3 Difference in amount of Tax

If there is any event in relation to a Supply (including any change to the imposition or calculation of a Tax) which results in the Tax amount on a Supply being different from the Tax amount recovered under clause 22.1, iCatalyst:

- (a) may recover from Customer the amount by which the Tax amount on the Supply exceeds the amount recovered; or
- (b) must refund to Customer the amount by which the amount recovered exceeds the Tax amount on the Supply.

22.4 Withholding of Tax

All payments to be made by Customer under this agreement will be made without deduction on account of Tax unless a deduction is required by applicable law, in which case the sum payable by Customer will be increased to the extent necessary to ensure that, after the making of the required deduction, iCatalyst receives and retains a net sum equal to the sum it would have received and retained had no deduction been required.

23 General

23.1 Relationship of parties

- (a) This agreement is not intended to create, nor will it be construed as creating, a partnership or joint venture between the parties.
- (b) Neither party may:
 - (i) act as an agent for, or make representations or commitments on behalf of the other;
 - (ii) bind or impose any obligation on the other; or

- (iii) incur any joint or joint and several liability on behalf of the other,

without the other party's written consent or except as expressly provided in this agreement.

23.2 Non-Solicitation

- (a) Each Party covenants with the other Party that it will not and will ensure that none of its agents or Affiliates will, during the Term and for a period of 6 months thereafter, on its own behalf or on behalf of any person, firm or company, directly or indirectly endeavour to entice away or hire from the other Party and/or employ any person who is or was any other Party's employee or who has at any time during the 1 year period immediately preceding the termination or expiration of this Agreement, been employed or engaged by any other Party.
- (b) Each Party (Defaulting Party) agrees that it will indemnify the other party in respect of all losses, damages, expense and claims that other party incurs by reason of any material breach of this clause 23.2(a) by the Default Party.

23.3 Survival

Clauses 14, 17, 18.3, 21, 23.2 and any other clause which by its nature survives termination or expiry of this agreement, survive any termination or expiry of this agreement.

23.4 Severance

If any provision of this agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the invalidity or unenforceability of that or those provisions will in no way prejudice or affect the legality, validity or enforceability of any other provision in this agreement.

23.5 Notices

- (a) Any Notice to or by a party to this agreement must be in legible writing, and:

- (i) if to Customer, must be sent to the Customer Representative at the Customer Address; and
- (ii) if to iCatalyst, must be sent to iCatalyst Representative at iCatalyst Address,
- (iii) or to any other address notified by the addressee to the sender from time to time.

- (b) An email is regarded as legible unless the addressee telephones the sender within one Business Day after the email is and informs the sender that it is illegible, incomplete or corrupted.

23.6 Governing law and jurisdiction

This agreement is governed by the laws of the Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

23.7 Further assurances

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

23.8 Priority

Where there is any conflict or inconsistency between the General Terms and any Engagement Document, these General Terms shall apply.

23.9 Whole of agreement

This agreement, including the Engagement Document constitutes the entire agreement between the parties on its subject matter and overrides any earlier agreement between them.

23.10 Counterparts

This agreement may be executed in any number of counterparts and all those counterparts taken together are one agreement.

Schedule 1

The items detailed in the table shall only apply to the extent they are not expressly stated in the Engagement Document.

Confidentiality Limit	\$2,000,000
Customers Address	
Customers Representative	
iCatalyst Address	18 / 513 Hay St, SUBIACO, WA 6008
iCatalyst Representative	
Term	12 months
Warranty Period	3 months from the earlier of the date that iCatalyst advises the Customer in writing that it has achieved Completion, or beneficial use of the Solution by Customer