

These are the Terms and Conditions for supplying goods and/or services to Multi Service Solutions Group Pty Ltd (MSSG) and its subsidiaries (inc. MSS Hard Services Pty Ltd, MSS Hard Services NZ Limited, MSS Transport Pty Ltd, MSS Transport NZ Limited, MSS Select Services Pty Ltd, Triple H Technologies Pty Ltd, Trak Group and its subsidiaries, Trak Limited, Biocell Limited, Control Air Limited and Trak Security Limited) by any person, firm or company providing goods and services

Any exception or change to these T&C's must be in writing between a duly authorised officer of MSSG and the Customer, these T&C's shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

1. You agree to provide the Services during the Term.
2. You will carry out the Services in accordance with the highest professional & client focussed standards, with any applicable laws or requirements or directions from government agencies and in accordance with each client's requirements (which will be passed on to you from time to time or as directly communicated by the client directly to you).
3. We may alter the Services from time to time. Any variation in pricing will be calculated in accordance with the schedule of rates or if that is not appropriate, then by agreement and if there is no agreement, then a reasonable rate determined by us. You may not vary the work required of you or undertake extra work without our consent.
4. You will not enter into any agreement or arrangement with any client without our approval. To the extent legally possible, we own all client relationships.
5. You must provide the services in compliances with all Occupational, Health and Safety legislation, and comply with all lawful directions in relation to safety from a client or us and ensure no persons are injured in the performance of the Services.
6. You will ensure you and your employees hold, maintain and comply with any required licences or permits during the Term. You must, at our request, promptly produce to us originals of all required licences or permits for our inspection.
7. You are responsible for ensuring you have the appropriate number of your employees, equipment they may need (and anything else required to provide the Services ("Materials")).
8. Your employees must be appropriately licensed, experienced, qualified, trained, of good character and have no criminal record or association. Your prospective and current employees must submit to criminal history and background checks, which we conduct. If we reasonably believe that an employee does not meet our requirements, and we direct you to no longer use that person to provide the Services, then you must promptly comply with our direction. Your employees must be well presented/groomed at all times while performing the Services, and wear our uniforms only as directed.
9. You and your employees are to attend any training and briefings which we determine as mandatory from time to time.
10. You will ensure a day-to-day log of all activities is kept by you while performing the Services.
11. If you are provided with keys, you will ensure all client access keys are secured at the end of each shift. If any keys are unable to be located by you, this may necessitate replacement or re-keying of client premises. If keys cannot be located within 24 hrs, they will be deemed lost and you agree to incur the cost of replacement or re-keying, as we elect. You must not under any circumstances duplicate or copy any key, access code or other security and access device without written authority from us.
12. We are solely responsible for marketing and promoting the Services and other security services to clients and potential clients. You must not market or promote the provision of security services, including the Services, to our clients or potential clients.
13. You will promptly report to us on the following items: any incident or hazard involving or affecting a client or affecting the safety or security of the Services (within 1 hour); Any client requirements or obligations which are unserviceable; Any changes which may affect your ability to provide the Services, such as becoming insolvent; or any other matter relating to the Services or this Agreement we may request from time to time.
14. In using your employees to provide the Services, you will ensure appropriate policies and procedures are in place and followed and generally implement good industry practice (including occupational health and safety policies and risk assessments for any dangerous or potentially dangerous activities) and act consistently with our policies as notified to you.

15. You agree to perform and observe all obligations and requirements required by law in relation to your employees in respect of work done in any period in connection with this agreement including (but not limited to): paying all necessary salaries and wages, superannuation guarantee charge; worker's compensation insurance premiums; all pay-roll tax due; deducting and remitting any taxation from payments to employees; and adhering to any industrial awards, Fairwork or registered pay agreements.
16. You agree to provide statutory certificates and employee statutory declarations confirming your compliance with clauses 7, 8, 9, 10 & 15 as requested by us from time to time.
17. You are responsible to us and the client for the actions or omissions of your employees. We are not responsible in any way for your employees.
18. Notwithstanding anything in this agreement or any implication of law but subject to any express statutory provision, the parties agree that any person (including, but not limited to, your employees) who provides the Services for you or on your behalf is solely your employee, officer or agent of the (as the case may be) and shall not be construed to be an employee of ours
19. You must not use subcontractors or assign this agreement unless we have first approved them in writing.
20. You will invoice us for the Services in accordance with our direction from time to time.
21. When your valid tax invoice is received by MSS for all agreed Services performed in accordance with this agreement, MSS will pay this invoice within 30 days of the month following the month of invoice submission. This is provided that you have issued us with a valid tax invoice in accordance with our requirements and you have supplied us with a subcontractor's declaration on remuneration, superannuation, workers compensation and payroll for the period covered by the invoice in a form required by us.

Unless expressly stated to the contrary, the consideration specified in this agreement does not include any amount for GST.
22. We are not obliged to pay for defective services. In the event an invoice is disputed for any reason, we will not be required to pay the disputed amount. You must also make good the failure at your cost and to our reasonable satisfaction. We may set off against any payment which we owe to you any amount which you owe to us. We will not pay and will not be liable for any other expenses or costs other than those expressly set out in this agreement.
23. Our confidential information is any confidential information or data about our business that is disclosed to or learnt by you in the course of performing the Services as well as any information concerning our clients (including their identity, contact people, their requirements, contract terms, all security features or security needs they have, and how the Services are being provided to them and for what fees). You may only use our confidential information as required for the proper performance of this agreement and for no other purpose. You must keep our confidential information secure at all times and not disclose it to any other person.
24. You acknowledge that we own all intellectual property rights in the operations manual, our other confidential information, any documentation or information we give you and our brands ("Our IP"). You are able to use Our IP only to provide the Services as we direct.
25. You must have the following insurances for at least the following amounts with a reputable insurer, for the period you are performing the Services and for a reasonable time afterwards:
 - 25.1 General Liability (Public Risk and Product Liability) to include but not limited to property damage, key replacement for \$20,000,000; and
 - 25.2 Key Replacement Insurance Coverage (if cannot be covered under General Liability) for \$100,000.
 - 25.3 Such other insurances as shall be reasonably required by us or the client, having regard to the nature of the services
 - 25.4 You must provide us with up to date certificates of currency if requested.
26. You indemnify us and must keep us indemnified against all losses, claims, actions, damages, liabilities, costs, expenses (including legal costs on a solicitor and own client basis) or payments which we incur, or is, or becomes liable for, arising directly or indirectly from the performance of the Services or from any breach of this agreement by you or any fraudulent, wrongful or criminal action or any act or omission of your employees.
27. You further indemnify and release us the following arising out of the performance of the Services any financial claims, liquidated damages, penalties imposed by the client arising from the performance of the services;
 - Any injury or disability suffered by an employee of you, whether on our premises or otherwise and whether founded in statute, tort or otherwise;

- A bodily injury, sickness, disease or death;
- damage to property including Inventions or Intellectual Property;
- A violation of a statute, ordinance or regulation;
- Any breach by you or your employees of a duty of care, owed to you in relation to the provision of the Services;
- The failure by you to pay taxes or maintain insurances under this agreement, whether resulting from you being determined not to be an independent contractor or otherwise.

28. You agree to keep and maintain detailed records of all work done in connection with this agreement. You agree that we can do a compliance audit of such records regularly or from time to time. You will allow us access; ensure we have full co-operation with any compliance audit and permit us to take copies of records.

29. We may terminate this agreement immediately by notice to you if you:

- fail to hold the required licences;
- breach any laws;
- become subject to an Insolvency Event;
- engage in any illegal, unethical or unsafe activity or in any conduct which may bring us into disrepute;
- engage in repeated or systematic failures to provide the Services to clients;
- provide us with any false information; or
- commit a breach of a material term of this agreement.

30. We may terminate this agreement without cause by giving 30 days' notice at any time.

31. On termination of this agreement for any reason you will immediately cease to use Our IP and our confidential information and promptly return to us or destroy all copies or instances in which they are used. If you are holding any client valuables, access keys, client property or documents or our property or documents, these will be immediately delivered to us.

32. Before commencing legal action, the parties will attempt to settle by negotiation any dispute. If the dispute is not settled the parties will refer the dispute to mediation and if not successful, then Arbitration. Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement; A party may commence court proceedings relating to any dispute arising from the Agreement at any time when that party seeks urgent interlocutory relief.

33. This agreement contains the entire agreement between both of us in relation to the subject matter of this agreement and supersedes all other discussions, representations and statements.

Our relationship is one of customer and contractor. Except as expressly stated, you are not our agent, and have no power to bind us.

34. This agreement may be varied or waived only if we both agree in writing. If we do not exercise a right at any time in connection with a default under this agreement, this does not mean that we have waived the right or cannot exercise it later.