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|------------------------------|---|
| PROJECT NAME (the "Project") | [Replace with the name of the project] |
| AGON PROJECT NUMBER | [Replace with Agon's project number] |
| PROJECT ADDRESS | [Replace with the address of the site or Agon local office] |

BETWEEN Agon Environmental Pty Ltd
 ("Agon")
 OF 3/224 Glen Osmond Road, Fullarton, SA 5063
 (ACN: 167 746 063)

Attention: [Replace with the Agon's key contact name]
 Email for Service: [Replace with the Agon's key email address]
 Address for Service: 3/224 Glen Osmond Road, Fullarton, SA 5063

AND [Replace with name of the Subconsultant]
 (the "Subconsultant")
 OF [Replace with the address of the Subconsultant]
 (ACN: [Replace with the ACN of the Subconsultant])

Attention: [Replace with the Subconsultant's key contact name]
 Email for Service: [Replace with the Sub. key email address]
 Address for Service: [Replace with the Subconsultant's key contact]

CONDITIONS OF AGREEMENT

This QFB-018 *Subconsultancy Agreement* forms the basis on which the Subconsultant will undertake the Subconsultant Services. They may be supplemented by the special terms and conditions as per the attached schedules.

1 THE SUBCONSULTANT SERVICES

- a) The Subconsultant will perform the consulting Subconsultant Services as described in the attached Schedule A to this Agreement (the "Subconsultant Services").
- b) Despite any other term of this Agreement or any legal requirement to the contrary, and to the extent permitted by law, the Subconsultant's sole and overriding obligation is to perform the Subconsultant Services to the standard of skill, care and diligence as is generally exercised by competent members of the Subconsultant's profession performing services of a similar nature at the time the Subconsultant Services are provided. The Subconsultant must continually use its best endeavours to promote the interests and welfare of Agon.
- c) The Subconsultant guarantees that if there is a defect in the performance of the Services the Subconsultant will remedy the defect or redo the Services at no additional cost to Agon.
 Where the Subconsultant refuses or fails to remedy a defect in performance of the Services or redo the Services within an agreed timeframe, the Subconsultant agrees that Agon may arrange for the performance of the necessary remedial work and recover any costs from the Subconsultant.
- d) The Subconsultant must ensure that it, together with its employees and sub-subconsultants hold the requisite licence(s) and qualification(s) to legally perform the Services.
 The Subconsultant has obtained and will continue to maintain all permits, visas and licences necessary for the lawful performance of the Services and agree to provide evidence of this to Agon upon request
- e) The Subconsultant agrees that it will fully abide by any relevant and related legislation applicable to Services provided in accordance with this Agreement.
- f) The Subconsultant is free to engage in other business activities at any time when the Services are not required to be performed under this Agreement provided that the provision of the Services by the Subconsultant under this Agreement is not affected or prejudiced in any way, or may create a potential conflict of interest.
- g) The relationship between the Subconsultant and Agon is that of principal and Subconsultant. Nothing in this Agreement is to be construed as constituting the Subconsultant or any employee of the Subconsultant and Agon as partners. Nor shall this Agreement be construed as creating the relationship of employer and employee between the Subconsultant and Agon or between any employee or director of the Subconsultant and Agon.

- h) The Subconsultant may assign and/or subcontract any part of the Services with the prior written consent of Agon. Such consent will not be unreasonably withheld.
 Any consent given by Agon permitting the Subconsultant to subcontract or assign any portion of the Services does not relieve the Subconsultant of its obligations and liabilities under this Agreement
- i) The Subconsultant is liable to pay all Personnel for Services provided under this Agreement.
 The Subconsultant must pay all payroll tax due in respect of the Personnel who provide Services under this Agreement as required.
- j) The Subconsultant is expected, at its own expense, to supply certain equipment necessary to perform the Services.
- k) Agon may agree to provide the Subconsultant with tools and equipment required for the Subconsultant to carry out the Services. Any provision of tools and equipment will be taken into account when determining the Fee under this Agreement.
- l) Agon expects that, consistent with industry practice, the Subconsultant will need to adopt a flexible approach to hours of work in order to meet the requirements of the Agreement.

2 FEES

- a) Agon will pay to the Subconsultant:
 - i) the fee and the reimbursable expenses as set out in the attached Schedule A (as adjusted in accordance with clause 2.b); and
 - ii) an additional amount for the goods and services tax ("GST") required to be charged by Subconsultant in relation to the supply of the Subconsultant Services to the extent that amounts payable under this Agreement are not expressed to be GST inclusive.
- b) The fee and reimbursable expenses will be adjusted ("Variation") to reflect:
 - i) additions to or omissions from the Subconsultant Services as notified in writing by Agon and accepted by the Subconsultant;
 - ii) any change in legislative requirements and/or standards that apply in any way to the Subconsultant Services; and/or
 - iii) any change in the Subconsultant Services as is reasonably necessary.
- c) The Subconsultant will advise Agon of the Variation and any impact on the programme as reasonably practicable of it becoming aware of the circumstances set out in clause 2.b. The amount of a Variation will be calculated by reference to

applicable rates and amounts in the attached Schedule A or, if none are specified, to reasonable rates and amounts.

- d) The Subconsultant may claim payment in accordance with the times set out in the attached schedules, or if no time is set out, monthly in arrears, and upon termination of the Agreement. Agon must pay to Subconsultant, without set-off or deduction the amount payable (including GST) under this Agreement for the Subconsultant Services provided during the relevant period, within the times set out in the attached Schedule A, or if no time is set out within 30 days from the end of the month of receiving a valid tax invoice.

3 INTELLECTUAL PROPERTY

- a) The Subconsultant grants to Agon a non-exclusive, royalty-free and irrevocable licence to use (and allow others to use) the intellectual property for the deliverables of the Subconsultant Services created or produced by the Subconsultant ("IP Rights") for the purposes of completing the Project. As between Agon and the Subconsultant the ownership of the IP Rights vests in Agon.

4 CONFIDENTIALITY

- a) The Subconsultant shall not disclose to any third party or use for any purpose (other than for the purpose for which the Subconsultant Services are to be performed including, but not limited to, Agon's provision of services to its client) any information including, but not limited to, business, financial, commercial, and technical information provided by Agon unless:
 - i) required by law;
 - ii) the information is or becomes generally known to the public other than as a result of a breach of this Agreement;
 - iii) the disclosure is made to the Subconsultant's financial, legal or insurance advisers or to its insurers; or
 - iv) Agon consents to the disclosure, such consent not to be unreasonably withheld.

5 INSURANCE

- a) The Subconsultant must on request provide Agon with proof of all insurance policies required to be maintained by the Subconsultant.
- b) The Subconsultant must obtain and maintain both a policy of professional indemnity insurance, with a limit of liability not less than \$10,000,000, and public liability insurance, with a limit of liability not less than \$20,000,000, with an insurer for the duration of this Agreement and for a period of 12 months after the termination, however caused, of this Agreement. On reasonable request by Agon, the Subconsultant must liaise with Agon to ensure the insurer is approved by Agon (which approval will not be unreasonably withheld).
- c) Where required under law, the Subconsultant must obtain and maintain for the duration of this Agreement a workers' compensation and employer's liability insurance policy covering liability for loss, damage, claims, and all direct or indirect costs and expenses arising at common law or under workers' compensation or employer's liability legislation in respect of persons employed or deemed to be employed by the Subconsultant.

6 LIABILITY

- a) Agon's total aggregate liability to the Subconsultant arising out of or in any way associated with this Agreement, except to the extent that liability cannot be limited or excluded, is limited to the price payable to the Subconsultant in accordance with this Agreement.
- b) Agon has no liability to Subconsultant and Subconsultant indemnifies Agon for any claims for loss of use, production, profit, revenue, business, data, contract, anticipated savings, financial costs, increase in operating costs, economic loss, special, indirect or consequential loss or damage.

7 DISPUTES

- a) If a party claims that a dispute has arisen in connection with this Agreement ("Dispute"), it must deliver to the other party a notice in writing outlining the Dispute ("Dispute Notice"). The parties must:

- i) within 7 days of delivery of the Dispute Notice, meet to negotiate, in good faith, resolution of the Dispute;
- ii) if they do not resolve the Dispute in accordance with subclause (6.a.i), then within 28 days of delivery of the Dispute Notice, attend mediation before a mediator appointed by the Resolution Institute and subject to procedures as determined by the mediator; and
- iii) if they do not resolve the Dispute by mediation, be entitled thereafter to refer the Dispute to litigation.

8 TERMINATION & SUSPENSION

- a) Agon may, without prejudice to any other rights or remedies it may have, by written notice served on the Subconsultant to terminate this Agreement:
 - i) if the Subconsultant is in breach of the terms of the Agreement and the breach has not been remedied within 7 days of Agon serving on the Subconsultant a written notice (or such longer period as Agon may specify in that notice) providing details of the breach and requiring the breach to be remedied ("Breach Notice"); or
 - ii) upon Agon giving the Subconsultant not less than 14 days' written notice of its intention to do so; or
 - iii) subject to the statutory stay provisions of the Corporations Act 2007 (Cth), if the Subconsultant becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration ("Insolvency Event "); or
 - iv) upon the termination of the Agon's contract with its client.

9 NON-SOLICITATION

- a) In this provision, Client means any person, firm or company who at any time during the period of 12 months prior to the cessation of this Agreement was a Client of Agon in respect of the part or parts of the business in which the Subconsultant is providing the Subconsultant Service.
- b) From the date this Agreement ceases, the Subconsultant agrees that it will not directly or indirectly, whether for the Subconsultant's own benefit or for the benefit of another entity, solicit, canvass, approach (or attempt to solicit, canvass or approach) or accept an approach from a client of Agon's for a period of:
 - i) 12 months
 - ii) 6 months; or
 - iii) 3 months.
- c) Each of the above obligations are separate and independent obligations. In the event that one or more of the obligations are found to be unenforceable, the remaining obligations will continue to apply.
- d) The Subconsultant acknowledges that each of the above restrictions are reasonable and necessary to protect Agon's legitimate interest.
- e) The Subconsultant acknowledges that the Subconsultant will be liable in damages (including punitive or special damages) arising out of the breach of any of the terms of this provision.

10 GENERAL

- a) The Subconsultant shall not novate, transfer or sublet any obligations or assign any benefit under this Agreement without the written consent of Agon. Unless stated in writing to the contrary, no novation, transfer, subletting, or assignment shall release the Subconsultant from any obligation/liability under this Agreement.
- b) Notices referred to in this Agreement must be served at the Address for service stated on the first page of this Agreement.
- c) References to days in this Agreement refer to calendar days. In counting the number of days, the dates between 22 December and 10 January inclusive, and between Good Friday and Easter Monday inclusive, are not to be counted.
- d) Where the schedules includes or refers to the Agon's Brief and the Subconsultant's Fee Proposal, to the extent of any ambiguity, Agon's Brief takes precedence.

QFB-018 Subconsultancy Agreement



- e) The law governing this Agreement is the law of the state or territory as specified in Schedule A or, if none is specified, the laws of South Australia, and the Parties submit themselves to the non-exclusive jurisdiction of the courts of that state or territory.
- f) The Subconsultant may accept the terms of this Agreement by:
 - i) signing and returning a copy of this document; or
 - ii) commencing or continuing to provide instructions and / or payment to the Subconsultant in relation to the Subconsultant Services.
- g) This Agreement may be executed in counterparts (including by facsimile and PDF copies of this Agreement) and all executed counterparts together are deemed to be an original of these terms and conditions of Agreement.

EXECUTED as an Agreement by or on behalf on the parties:

AGON – AGON ENVIRONMENTAL PTY LTD
(ACN: 167 746 063)

SIGNED for and on behalf of Agon by its duly authorised delegate:

Signature of the duly authorised delegate of Agon

Name:

Position:

Dated:

SUBCONSULTANT – [REPLACE WITH THE SUBCONSULTANT'S REGISTERED NAME]

(ACN: [Replace with the ACN of the Subconsultant])

SIGNED for and on behalf of the Subconsultant by its duly authorised delegate:

Signature of the duly authorised delegate of the Subconsultant

Name:

Position:

Dated:

SCHEDULES

A. SUB-CONSULTANCY AGREEMENT DETAILS

| | |
|---|---|
| <p>Consultant Services (Clause 1.a) This section should include:</p> <ul style="list-style-type: none"> • detail of any and all services to be carried out, any obligations to coordinate and/or integrate the services. • any services that are excluded from the scope. • detail of any constraints on the Subconsultant in carrying out those services. • detail any assumptions (where relevant). • any additions, deletions or changes to the services described in the Agon's Brief. | <p>[Insert details of the Subconsultant's Services]</p> |
| <p>Fees and Expenses (Clause 2.a) This section should include detail of the agreed fees and any reimbursable expenses.</p> | <p>[Insert details of the Subconsultant's Fees including reimbursable expenses]</p> |
| <p>Variation Rates (Clause 2.c) This section should include detail of the rates and amounts of any variations to be made (the default is as per clause 2.c).</p> | <p>[Insert hourly rate and mark-ip % (if any) on any reimbursable expenses]</p> |
| <p>Payment Times (Clause 2.d) This section should include detail of the time for payment from the Client to Agon (the default is as per clause 2.d).</p> | <p>As per default provisions. All invoices shall be submitted via email to finance@agonenviro.com.au with both the Agon Project Name, Project Number, and Project Manager quoted on the invoice.</p> |
| <p>Legal Jurisdiction (Clause 10.e) This section should set out which jurisdiction governs this Agreement (the default is as per clause 10.e).</p> | <p>As per default provisions.</p> |
| <p>Attached Documents</p> | <p><input type="checkbox"/> Agon's Brief <input type="checkbox"/> Other Documents</p> |

B. SPECIAL CONDITIONS

The following Special Conditions, Add, Amend, Replace and/or Delete to the Conditions of Agreement: