

Hash4

HASH4 SOLUTIONS PTY LTD ACN 622 580 072

IT SERVICES AGREEMENT

A SERVICES

A.1 Time Commitment	<p>(a) The Company agrees to provide the Services to the Client for a minimum of 8 hours and a maximum of 35 hours per month,</p> <p>(b) The Company shall provide the Services on such days and at such times as determined by the Company in its discretion, but shall ordinarily be on Business Days, between the hours of 8:30am – 5:00pm.</p> <p>(c) The Company agrees to schedule 1 weekly phone meeting between the Company's lead contact and the Client at a time mutually agreed between the parties.</p>
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B FEES & PAYMENT

B.1 Fees	<p>(a) Any Services provided by the Company beyond the monthly maximum of 35 hours shall be charged at an additional rate. The Company shall not provide any Services beyond this maximum without first notifying the Client in advance in writing.</p> <p>(b) Unless stated otherwise, any agreed fees shall be deemed exclusive of GST.</p>
B.2 Invoicing & Payment	<p>(a) The Company shall render a valid Tax Invoice to the Client for any paid Services provided at the end of each month.</p> <p>(b) The Client agrees to pay any Tax Invoice promptly and within the stated timeframe, which in default shall be 14 days from the date of the Tax Invoice.</p>

C CONFIDENTIALITY

C.1 Confidentiality	<p>The Company will keep all Confidential Information in confidence both during and after the Term of this Agreement, in accordance with clause 6 of the General Conditions.</p>
C.2 Confidential Information	<p>Confidential Information means any written or verbal information that:</p> <p>(a) Is connected with the Client and is obtained from the Client or one of the Client's representatives;</p> <p>(b) The Client informs the Company that the Client considers it confidential and/or proprietary;</p>

	<p>(c) Is personal information within the meaning of the <i>Privacy Act 1988</i> (Cth); or</p> <p>(d) Is included in the definition of Confidential Information in the General Conditions.</p>
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D INTELLECTUAL PROPERTY

<p>D.1 Background IP of the Company</p>	<p>(a) For the purposes of this clause, Background IP means all Intellectual Property of the Company incorporated in the Services.</p> <p>(b) The Company grants the Client a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use, for the purposes of its day to day business, the Company Background IP to the extent that it is contained within the Services.</p>
<p>D.2 Client IP</p>	<p>(a) For the purposes of this clause, Client IP means all Intellectual Property of the Client contained in any information provided to the Company in course of providing the Services.</p> <p>(b) The Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use the Client IP to the extent that it is contained within the Services.</p> <p>(c) The Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use the Client IP/Client's name and logo in Company marketing or tender documents, unless the Client directs Company not to.</p>
<p>D.3 New IP</p>	<p>(a) Any Intellectual Property generated by the Company in the process of providing the Services (New IP) is owned absolutely by the Client and vests in the Client immediately.</p> <p>(b) To the extent that the Company may at any time acquire any right, title or interest in the New IP in or from the Services, the Company, by this document, agrees to assign to the Client all such rights, title and interest to the New IP.</p> <p>(c) Unless otherwise agreed in writing by the parties, and notwithstanding any provision of this Agreement to the contrary, the Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use, for the purposes of its day to day business, the New IP to the extent that it is contained within the Services.</p>

E POST-CONTRACT CONDITIONS

<p>E.1 Non-Solicitation</p>	<p>(a) Without the written consent of the Company, the Client agrees that for a period of 6 months after the end of this Agreement, it shall not solicit away from the Company the services of any employee, contractor or service provider of the Company that had been such during the Term of the Client's engagement.</p>
<p>E.2 Non-Disparagement</p>	<p>The parties agree that during the Term and at all times after the end or termination of the Term, the parties will not:</p> <p>(a) Take any action which is intended, or would reasonably be expected, to harm the other party or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the other party; or</p> <p>(b) Make any negative comment about the other party.</p>

F ENDING THE SERVICES AND/OR THIS AGREEMENT

<p>F.1 Completion of Services</p>	<p>This Agreement shall come to an end at the completion of the Term unless extended by the parties in writing.</p>
<p>F.2 Suspension</p>	<p>Either party may suspend the provision or receipt of the Services at any time by written notice to the other party without affecting the operation of this Agreement.</p>
<p>F.3 Termination</p>	<p>(a) Either Party may terminate this Agreement on immediate written notice if:</p> <p>(i) The other party is in breach of this Agreement and does not remedy the breach within 5 Business Days' of receiving written notice of the breach;</p> <p>(ii) The other party commits a breach of this Agreement that is incapable of remedy; and/or</p> <p>(iii) The other party repetitiously or wilfully breaches this Agreement.</p> <p>(b) The Client may terminate this Agreement for convenience by giving the Company 4 weeks written notice.</p> <p>(c) The Company may terminate this Agreement for convenience by giving the Client 4 weeks written notice.</p>

G LEGAL LOCATION

G.1 Legal Location	New South Wales, Australia
G.2 Reference City	Sydney

GENERAL CONDITIONS

1 INTERPRETATION

1.1 The following definitions apply in this document:

- (a) **ABN** means Australian Business Number.
- (b) **ACN** means Australian Company Number.
- (c) **Agreement** means this IT Services Agreement.
- (d) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (e) **Confidential Information** has the meaning set out in the Particulars but does not include information that the Company can establish:
 - i was in the public domain at the time it was given to the Company;
 - ii became part of the public domain, without the Company's involvement in any way, after being given to the Company;
 - iii was in the Company's possession when it was given to the Company, without having been acquired (directly or indirectly) from the Client; or
 - iv was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- (f) **General Conditions** means the provisions set out in the section of this Agreement entitled "General Conditions".
- (g) **GST** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (h) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trade marks, brand names, business names, domain names and other forms of intellectual property.
- (i) **Legal Location** means the legal location set out in the Particulars
- (j) **Particulars** means the provisions set out in the section of this Agreement entitled "Particulars".
- (k) **Special Conditions** means the provisions set out in, attached to or made by reference to this Agreement entitled "Special Conditions".
- (l) **Tax Invoice** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

1.2 Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the opposite also applies.
- (b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

- (c) A reference to a clause refers to clauses in this Agreement.
- (d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (e) Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
- (f) A reference to a *party* to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- (h) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (i) A reference to *dollars* or *\$* is to an amount in Australian currency.

2 RELATIONSHIP

2.1 The Company warrants that it is an independent service provider to the Client and that it is not an employee or partner of the Client in any way.

2.2 The Company will not:

- (a) Hold itself out as an agent of the Client without the written approval of the Client; or
- (b) Incur obligations or liabilities on behalf of the Client unless the Client provides written permission.

3 COMPANY'S KEY OBLIGATIONS

3.1 The Company will:

- (a) Ensure that the Services are complete and provided in a timely manner and/or in accordance with any timeframes agreed by the parties;
- (b) Ensure that the Services are provided in accordance with the standards outlined in this Agreement;
- (c) Establish and maintain clear channels of communication at all times with the Client, and promptly answer any questions asked by the Client;
- (d) Comply with all the relevant laws and industry standards in respect of providing the Services; and
- (e) Act in accordance with the Client's reasonable directions while providing the Services.

4 CLIENT'S KEY OBLIGATIONS

4.1 The Client will:

- (a) Ensure that the Company has access to all the:
 - i Resources, personnel, electronic systems and premises required to provide the Services; and
 - ii All facilities and materials and information reasonably requested for the Company to do its job;
- (b) Establish and maintain clear channels of communication at all times with the Company;
- (c) Promptly provide the Company with directions, instructions or information which are requested by the Company and which are reasonably required to assist the Company in the performance of its obligations under this document; and
- (d) Promptly provide the Company with a copy of all applicable policies, procedures, rules, regulations, standards of conduct and requirements relevant to the provision of the Services.

5 INVOICING & PAYMENT

5.1 All payments by the Client or other consideration for the Company's provision of Services to the Client under or in connection with this document include any GST for which the Company is liable on that supply, and the Company (and not the Client) is responsible for payment of that GST.

5.2 The Client will be entitled to set off any amount owed to the Company against any amount payable by the Company to the Client.

5.3 Interest

- (a) If the Client fails to pay an amount due under this Agreement by a due date, the Company may charge interest on the overdue amount at no more than 10% per annum compounding daily.

5.4 Disputed Tax Invoice

- (a) Should the Client dispute any charge on a Tax Invoice, the Customer must notify the Company of the disputed item within 5 Business Days of the date of the Tax Invoice.
- (b) The Client must pay the amount of the Tax Invoice not in dispute within the stated timeframe.
- (c) Failure by the Client to notify the Company of a disputed Tax Invoice within 10 business days shall be deemed acceptance by the Client of the entire Tax Invoice.

5.5 Late Payment

- (a) If the Customer does not pay the full Fees as required, the Company may suspend all Services.
- (b) If Fees are not brought out of arrears within 28 days of becoming overdue, the Company may cease providing the Services without notice and end this Agreement.

6 CONFIDENTIALITY

6.1 The Company must not:

- (a)** Use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or
- (b)** Disclose any of the Confidential Information except in accordance with clauses 6.2 or 6.3.

6.2 The Company may disclose Confidential Information to its personnel if:

- (a)** The disclosure is required to enable the Company to perform its obligations or to exercise its rights under this document; and
- (b)** Prior to disclosure, the Company informs the person of the Company's obligations in relation to the Confidential Information under this document;

6.3 Subject to clause 6.4, the Company may disclose Confidential Information that the Company is required to disclose:

- (a)** By law or by order of any court or tribunal of competent jurisdiction; or
- (b)** By any Government Agency, stock exchange or other regulatory body.

6.4 If the Company is required to make a disclosure under clause 6.3, the Company must:

- (a)** To the extent possible, notify the Client immediately it anticipates that it may be required to disclose any of the Confidential Information; and
- (b)** Only disclose Confidential Information to the extent necessary to comply.

6.5 The Client and the Company must each assist the other to comply with its obligations under the *Privacy Act 1988* (Cth) in relation to Confidential Information.

7 LIABILITY & INDEMNITY

7.1 In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Client's access to, or use of, or inability to use the Services, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

7.2 The Client agrees to indemnify the Company for any costs, losses or damages it incurs as a result of the Client's breach of this Agreement, including the costs of the Company enforcing the terms of this Agreement against the Client.

7.3 Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company excludes all conditions and warranties that may be implied by law. To the extent permitted by law, the liability of the Company for breach of any implied warranty or condition that cannot be excluded is restricted to the re-supply of services or payment of the cost of re-supply of services.

8 POST-TERMINATION PROVISIONS

- 8.1 Immediately after the end of this Agreement (or the cessation of the provision of services), the parties agree:
- (a) To return to the other party, all of the all of the other party's property in their possession; and
 - (b) All of the other party's property that the party has, or can reasonably obtain, that contains Confidential Information.

9 DISPUTE RESOLUTION

- 9.1 If any dispute arises between the Client and the Company in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
- (a) Includes or is accompanied by full and detailed particulars of the Dispute; and
 - (b) Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- 9.2 Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of the Client and Company must meet and seek to resolve the Dispute.
- 9.3 Subject to clause 9.4, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- 9.4 Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- 9.5 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

10 AMENDMENT AND ASSIGNMENT

- 10.1 This Agreement can only be amended, supplemented, replaced or novated by another agreement executed by the parties.
- 10.2 The Client may only assign or otherwise create an interest in its rights under this Agreement with the written consent of the Company.
- 10.3 The Company may assign or otherwise create an interest in its rights under this Agreement by giving the Client written notice.

11 ELECTRONIC COMMUNICATION & NOTICES

- 11.1 The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- 11.2 The parties acknowledge and agree that this Agreement is binding upon each party if executed digitally and conveyed by electronic communication.
- 11.3 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

11.4 Notices must be sent to the parties' contact details as specified in item A of the Particulars.

12 GENERAL

12.1 **Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.

12.2 **Prevalence.** To the extent that the Particulars are inconsistent with the General Conditions, the terms of the Particulars will prevail. To the extent that the Special Conditions are inconsistent with the Particulars, the Special Conditions will prevail.

12.3 **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

12.4 **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.

12.5 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

12.6 **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

12.7 **Governing Law.** This Agreement is governed by the laws of the state set out in the Legal Location. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

12.8 **Liability for Expenses.** Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.

12.9 **Inconsistency.** If this Agreement is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

12.10 **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

12.11 **Time.** Time is of the essence in this Agreement.

12.12 **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

END GENERAL CONDITIONS