

## **BAIDAM SOLUTIONS TERMS AND CONDITIONS**

**These are the standard terms and conditions (“Agreement”) that apply when you (“Client”) contract with Baidam Solutions Pty Ltd (ABN 11 626 747 073) (“Baidam Solutions”) to provide services (“Services”) to you.**

### **1 OVERVIEW**

- (a) Baidam Solutions agrees to provide the Services to Client in accordance with this Agreement.
- (b) This Agreement includes these standard terms and the details set out the Statement of Work that reference these standard terms.
- (c) The parties must agree to one or more Statements of Work that set out a package of work to be undertaken by Baidam Solutions.
- (d) To be valid, a Statement of Work must be agreed and signed by both parties.
- (e) In the event of any express inconsistency, the provisions of the Statement of Work will prevail over these standard terms.

### **2 TERM**

- (a) This Agreement commences on the Commencement Date and continues for the Term.

### **3 SERVICES AND DELIVERABLES**

#### **3.1 The Services**

- (a) The Services are specified in the Statement of Work.
- (b) Baidam Solutions will provide the Services in a professional manner with due care and skill and in accordance with good industry practice.
- (c) Baidam Solutions will perform the Services in an efficient and expeditious manner and will ensure that all persons performing any Services are properly trained, qualified, and experienced to perform the Services.
- (d) In providing the Services, Baidam Solutions will:
  - (i) comply with all Laws, including Privacy Laws; and
  - (ii) comply with all reasonable direction of Client in connection with the provision of the Services.
- (e) Baidam Solutions will ensure that any Key Personnel nominated as such in the Statement of Work are involved in performance of the Services.
- (f) Additional services may be provided under this Agreement where the parties agree to and sign a written addendum or additional Statement of Work that specifies the additional services and states that those additional services are being provided pursuant to this Agreement.

#### **3.2 The Deliverables**

- (a) Any Deliverables to be provided by Baidam Solutions to Client as part of the Services are also specified in the Statement of Work.

#### **3.3 Cooperation**

- (a) Baidam Solutions will act in a professional and cooperative manner when dealing with Client.
- (b) The parties will always act reasonably and in good faith when dealing with each other.
- (c) If Baidam Solutions is required by Client to work with other suppliers or contractors of Client, Baidam Solutions will act cooperatively and in a friendly manner when doing so.

- (d) If Baidam Solutions attends Client's premises, Baidam Solutions must comply with Client's relevant policies and directions known or made known to Baidam Solutions including health and safety policies.
- (e) Client will cooperate with Baidam Solutions in supplying the Services.
- (f) Client must ensure its systems are virus free and backed-up prior to and during the performance of the Services.
- (g) Client will comply with all reasonable requests or directions of Baidam Solutions for the purpose of facilitating the supply of the Services and Products.
- (h) Where Client is required to review or approve a document, Deliverable or other item, Client must do so promptly and if required must provide detailed and considered feedback to Baidam Solutions.

### **3.4 Timeframes**

- (a) Baidam Solutions will supply the Services to meet any timeframes set out in the Statement of Work.
- (b) If Baidam Solutions believes that we will be late or is late in meeting the timeframes in the Statement of Work, Baidam Solutions will notify Client as soon as reasonably practical.
- (c) If Baidam Solutions requires Client to provide anything to Baidam Solutions or to do anything so that Baidam Solutions can provide the Services, and Client fails to do so, then Baidam Solutions is excused from providing the Services until Client provides or does what is needed.
- (d) Client cannot make any claim against Baidam Solutions, including for failure to meet any timeframes, if Client does not fulfil its obligations or fails to provide any necessary materials, access or information, including as required by the Statement of Work.

### **3.5 Security Services**

- (a) Client acknowledges that computer security and cybersecurity is never guaranteed, and that no workable system can be fully secure.
- (b) Baidam Solutions does not guarantee that any Services or Deliverables provided by Baidam Solutions will make any system fully secure.
- (c) Client should implement a range of measures to deal with security. The Services and Deliverables are only a subset of necessary security measures.
- (d) The Services are provided at a "point in time". Because Client's systems change and security threats evolve, what is good security today may not be sufficient tomorrow.
- (e) Baidam Solutions does not guarantee that the Services will prevent Client from being affected by any security breach or cyberattack.

### **3.6 Pen Testing Services**

- (a) If the Services include penetration testing services, then this clause 3.6 applies.
- (b) Client acknowledges that the Services may:
  - (i) involve simulating or performing controlled cyberattacks on Client's systems;
  - (ii) involve deliberate attempts to penetrate the security systems of Client;
  - (iii) involve deliberately allowing unauthorised access to Client's network or systems for the purpose of analysing threat vectors and origination;
  - (iv) cause instability, down time, breakages and other adverse effects; and
  - (v) result in unforeseen outcomes.

- (c) If specified systems or assets are specified in the Statement of Work as being the subject of the penetration testing services, Baidam Solutions may also conduct activities on other systems or assets, for example, a connected system may be relevant to the testing of a specified system. However, subject to clause 3.6(d), Baidam Solutions will not intentionally conduct testing services on any system or asset specified in the Statement of Work as being “out of bounds” for testing.
- (d) A test launched at a system or asset defined for testing potentially can, unknown to the tester, relay to another system or asset. This can result in the overall effect of the tester having attacked an asset that is connected to an in-scope asset but is out of scope itself.
- (e) Client expressly authorises Baidam Solutions to perform the activities set out in the Statement of Work in and in clauses 3.6(b) to (d).
- (f) Client agrees to have at least one person available during the penetration testing engagement to restore, as soon as possible, any system or asset that becomes unavailable.
- (g) If any of Client’s assets which are to be tested exist within a data centre, Client must seek approval from those data centres prior to testing. Baidam Solutions will not test third party systems without prior authorisation of the owners and operators of such systems.
- (h) The Services are testing services and do not involve fixing issues raised. Penetration testing services are not security services and do not implement any security measures and are not designed to prevent security breaches or cyberattacks.
- (i) The Services test and look for a range of issues by way of testing and sampling. Baidam Solutions will develop and implement a reasonable testing strategy. However, the Services do not cover every possible way a third party could breach Client’s security measures or gain unauthorised access to Client’s systems.
- (j) Client releases Baidam Solutions and its Personnel from, and indemnifies Baidam Solutions and its Personnel for, any Loss suffered during the testing process.

#### **4 INTELLECTUAL PROPERTY**

- (a) No Intellectual Property Rights are transferred from one party to the other party by this Agreement or due to the provision of the Services or Products.
- (b) Provided that Client makes all payments to Baidam Solutions as required by this Agreement, Baidam Solutions grants Client a non-exclusive, non-transferable, non-sublicensable, royalty free license to use in Australia the Intellectual Property Rights in the Deliverables, the Services and any other material created by Baidam Solutions in delivering the Services to Client for the sole and limited purpose of the Client enjoying the benefit of the Deliverables and the Services.
- (c) Baidam Solutions will not infringe any Intellectual Property Rights when performing the Services or in creating the Deliverables.
- (d) Baidam Solutions warrants that Client’s use of the Deliverables will not infringe any Intellectual Property Rights.
- (e) Baidam Solutions indemnifies Client against any liability (including liability for reasonable legal costs) based on a claim that use of the Deliverables is an infringement of the Intellectual Property Rights of any third person or if there is otherwise a breach by Baidam Solutions of any of the clauses set out above.
- (f) Baidam Solutions acknowledges and agrees that Client owns all rights, title and interests (including Intellectual Property Rights) in any materials provided by Client to Baidam Solutions or that Client otherwise has the right to supply such materials to Baidam Solutions, and nothing in this Agreement is intended to transfer ownership of or any interest in Client’s works, trademarks or brands (including any Intellectual Property Rights) to Baidam Solutions.

## **5 FEES, PAYMENT AND GST**

### **5.1 Fees and Payment**

- (a) Client must pay the Fees set out in each invoice within 28 days of receipt, in accordance with this clause 5.
- (b) Baidam Solutions may only issue invoices to Client in accordance with the terms of this Agreement and in accordance with any timeframes for invoicing or payment set out in the Statement of Work.
- (c) Client will only reimburse expenses that are set out in the Statement of Work as reimbursable expenses.

### **5.2 GST**

- (a) If GST is payable on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply.
- (b) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are stated on a GST exclusive basis.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST payable on that supply will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (d) In providing an invoice, a party shall provide proper tax invoices if GST is applicable to the Fees.
- (e) Terms which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) shall have that meaning in this Agreement.

## **6 CONFIDENTIALITY**

- (a) Each party agrees to keep strictly confidential, and not to disclose, the Confidential Information of the other party.
- (b) Each party agrees to use the Confidential Information of the other party solely to carry out its obligations or receive the benefits of this Agreement.
- (c) Notwithstanding the foregoing, a party may disclose Confidential Information of the other party:
  - (i) to its legal advisors, accountants, auditors on a confidential need-to-know basis;
  - (ii) to its employees and its Related Bodies Corporate on a confidential need-to-know basis;
  - (iii) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement; or
  - (iv) to the extent required by Law or pursuant to a binding order of a government agency or court.
- (d) Client acknowledges that in performing the Services, Baidam Solutions may obtain access to Client Confidential Information and Confidential Information regarding Client's customers.
- (e) Any report produced by Baidam Solutions for Client as a result of the Services will be treated as Confidential Information of Client.
- (f) Baidam Solutions may identify Client as a Client of Baidam Solutions including in marketing and promotional materials. In bids for new work, Baidam Solutions may use Client as a reference site but will inform Client prior to doing so.
- (g) If Client is affected by any kind of security breach or cyberattack, Client (and its employees, officers, or contractors) must not link such security breach or cyberattack to Baidam Solutions including in

any announcement, publication, declaration, or other communications, without Baidam Solutions's prior written consent.

## **7 PRIVACY AND SECURITY**

- (a) Each party must comply with the Privacy Act (as though it were an entity bound by the Privacy Act and notwithstanding the small business exception in the Privacy Act) and any other applicable Privacy Laws, in respect of any Personal Information that:
  - (i) one party discloses to the other party; or
  - (ii) comes into the possession or control of that party arising out of or in relation to the performance of this Agreement.
- (b) Baidam Solutions must not, directly or indirectly, store or use Personal Information of Client's clients.
- (c) Baidam Solutions must not do anything that puts Client in breach of any Privacy Law.
- (d) Client must, throughout the Term, obtain all necessary consents, and provide all necessary collection notices, relevant to the Services, including those required by the Privacy Laws in relation to the collection, use, disclosure and storage of Personal Information of any individual whose Personal Information may be provided to Client, directly or indirectly, as contemplated by this Agreement.

## **8 FORCE MAJEURE**

- (a) Subject to the requirement to give notice under this clause, if the performance by any party (**Affected Party**) of all or any of its obligations under this Agreement is prevented or delayed (in whole or in part) due to any Force Majeure Event, this Agreement will continue and remain in effect but the Affected Party will not be in breach of this Agreement for that reason only, and the Affected Party will be granted a reasonable extension of time to complete performance of its affected obligations.
- (b) The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.

## **9 TERMINATION**

- (a) Either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if:
  - (i) the other party experiences an Insolvency Event; or
  - (ii) the other party breaches any material provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 21 days after receiving written notice from the terminating party requiring it to do so.
- (b) Client may terminate this Agreement immediately by written notice to Baidam Solutions in the event of:
  - (i) any change (directly or indirectly) in a controlling interest or majority ownership of Baidam Solutions; or
  - (ii) there is a change to a law or regulation that materially or permanently prevents Client receiving or enjoying the benefits of the Services.
- (c) Client may not suspend work on the Services without Baidam Solutions's written consent. Baidam Solutions may suspend provisions of the Services if Client is overdue on payment of Fees by more than 14 days.

## **10 WARRANTIES**

- (a) Each party warrants that it:
- (i) has the authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly executed and is a legal, valid and binding Agreement;
  - (ii) will comply at all times with applicable Laws; and
  - (iii) will not do anything or make any statement that could be reasonably expected to harm the reputation of the other party.

## **11 SUPPLIER WARRANTIES**

- (a) Baidam Solutions warrants that:
- (i) Baidam Solutions has all applicable licenses, permits and government authorisations required to perform its obligations in accordance with this Agreement;
  - (ii) Baidam Solutions has the right to assign to Client all Intellectual Property Rights that are assigned to Client as set out above in accordance with this Agreement; and
  - (iii) the use by Client of any Deliverables will not breach any Laws or infringe the rights (including Intellectual Property Rights) of any other person.
- (b) Supplier acknowledges that Client has entered into this Agreement in reliance on the warranties in detailed in this clause.

## **12 DISCLAIMERS AND LIMITATIONS ON LIABILITY**

- (a) THE SERVICE ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, OR TO THE EXTENT EXPRESSLY SET OUT IN THIS AGREEMENT, BAIDAM SOLUTIONS (A) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- (b) Except to the extent prohibited by Law, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party whether in contract, tort (including negligence) or otherwise in connection with the Agreement, even if a party has been advised of or is aware of the possibility of such damage.
- (c) Subject to clause 12(d), except to the extent prohibited by Law, the maximum liability of either party, whether in contract, tort (including negligence) or otherwise in connection with the Agreement (including under an indemnity), is limited to the amount specified in the Statement of Work, and if no amount is specified, then is limited to the amount of the Fees paid to Baidam Solutions in the 6-month period prior to the event occurring that gives rise to the liability.
- (d) The limitation of liability in clause 12(c) does not apply to liability in relation to:
- (i) personal injury, including sickness and death;
  - (ii) an infringement of Intellectual Property Rights;
  - (iii) any fraudulent act or omission;
  - (iv) any obligation to pay Fees to Baidam Solutions.

- (e) Without limiting any other provision of this Agreement, Baidam Solutions is not liable to Client or any other person to the extent that the Services (i) cause damage to Client's systems or assets or (ii) fail to identify a relevant security issue.
- (f) To the extent that the Law implies a warranty or term that cannot be excluded, then Baidam Solutions's liability in respect of that warranty or term is limited to resupply of the relevant Deliverable or Service or paying someone to resupply the relevant Deliverable or Service.
- (g) The parties agree that the waivers and limitations specified in this clause 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- (h) A party who suffers loss or damage must use reasonable steps to mitigate its loss. The other party will not be responsible for any loss, damage or expenses to the extent that the injured party could have avoided or reduced the amount of the loss, damage or expense, by taking reasonable steps to mitigate its loss.
- (i) Baidam Solutions's liability under this Agreement will be reduced proportionally to the extent to which any Loss was caused or contributed to by any negligence or wilful misconduct of Client or its employees or agents.

### **13 ASSIGNMENT**

- (a) A party must not assign or novate, directly or indirectly, any of its rights or obligations under this Agreement without the prior written consent of the other party which must not be unreasonably withheld or delayed.
- (b) However, Baidam Solutions may assign this Agreement in connection with the sale or reorganisation of all or part of Baidam Solutions's business.

### **14 SUBCONTACTING**

- (a) Baidam Solutions may subcontract some or all of its obligations under this Agreement.
- (b) If Baidam Solutions does so, Baidam Solutions is responsible for the conduct of the subcontractor.

### **15 SURVIVAL**

- (a) Without limiting any other provision of this agreement, clauses 3.5(e), 3.6(j), 4, 6 and 12, and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiry of this Agreement for any reason.

### **16 NOTICES**

- (a) Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:
  - (i) must be in writing and signed by the sender or a person duly authorised by the sender;
  - (ii) must be addressed and delivered to the intended recipient by prepaid post or by hand or email to the address or email address of the representative of the party as specified in the Statement of Work, or as last notified by the intended recipient to the sender; and
  - (iii) will be conclusively taken to be duly given or made when delivered, received or left at the above email address, or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

## **17 DISPUTE RESOLUTION**

- (a) If a dispute arises out of or in relation to this Agreement, either party may notify the other in writing in which case a nominated representative of each affected party must promptly attempt in good faith to resolve the dispute. If the parties are unable to resolve the dispute within seven days of the written notification referred to in this clause, each party must promptly refer the dispute for resolution to one of the Managing Director, Chief Executive or Chief Operating Officer (**Senior Executive**) of that party.
- (b) If the parties are unable to resolve the dispute within 21 days following referral to the Senior Executive of the relevant parties, then either party may use such lawful dispute resolution procedures or seek such legal and equitable remedies as it considers necessary or appropriate in its sole discretion.
- (c) Nothing in this clause 17, shall prevent a party from seeking urgent injunctive relief before an appropriate court.

## **18 INSURANCE**

- (a) Baidam Solutions will maintain sufficient insurance coverage relevant to the Services.
- (b) Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, Baidam Solutions will maintain at least the following insurance for the Term:
  - (i) Public & Products Liability at no less than \$10 million in aggregate;
  - (ii) Worker's Compensation, as required by law; and
  - (iii) Technical Professional Indemnity insurance at limits no less than \$2 million in aggregate.

## **19 GENERAL**

- (a) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement.
- (b) This Agreement contains the entire agreement between the parties with respect to its subject matter.
- (c) This Agreement may only be amended only by another written agreement executed by all the parties.
- (d) Each party will be fully responsible to the other party for any Loss suffered arising from or in connection with the acts or omissions of its sub-contractors, contractors, assigns and all their employees, as if they were the acts and omissions of the relevant party.
- (e) Baidam Solutions is a contractor of Client. Baidam Solutions is not an agent or employee of Client.
- (f) During the period commencing on the Commencement Date and ending one year following the end of the Term, neither party must not, without the other party's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the other party; or (ii) hire any person who has left the employment within the one year period following the termination of that person's employment with the other party.
- (g) No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (h) The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

- (i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (j) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (k) This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of Queensland. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction in Queensland and waives any right to object to the venue on any ground.

## **20 DEFINITIONS AND INTERPRETATION**

### **20.1 DEFINITIONS**

The following definitions apply unless the context requires otherwise.

**Commencement Date** is defined in the Statement of Work.

**Consequential Loss** means any indirect or consequential Loss, including any loss of profits, loss of revenue, loss of or damage to data, loss of contract value, loss of anticipated savings, loss of opportunity, and loss of reputation or goodwill.

**Confidential Information** means all non-public business or technical information, in any form whether tangible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement.

Confidential Information does not include information which party can demonstrate by written records was:

- (a) already known to that party;
- (b) received by that party from a third party not under a duty of confidence; or
- (c) independently developed by that party by people who did not have access to the Confidential Information of the other party.

**Deliverables** are any works, reports, materials, items or products that Baidam Solutions is required by this Agreement to provide to Client, including those deliverables specified in the Statement of Work.

**Fees** means the fees and expenses set out in the Statement of Work.

**Force Majeure Event** affecting a party means a circumstance beyond the reasonable control of that party causing that party to be unable to observe or perform on time an obligation under this Agreement, including acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes (other than of its own staff), embargo, or power, water and other utility shortage.

An **Insolvency Event** occurs in respect of a person where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;

- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

**Intellectual Property Rights** means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trademarks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, rights in Confidential Information, know-how and other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these, which may subsist anywhere in the world, but excludes moral rights, and similar personal rights, which by law are non-assignable.

**Law** means all applicable laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments, and includes any Privacy Laws.

**Loss** means any claim, loss, damage, liability, cost, charge or expense (including legal expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Personnel** means, in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any subcontractors.

**Privacy Laws** means all legislation, principles, industry codes and policies, as amended or replaced from time to time, which relate to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth).

**Related Body Corporate** has the meaning given to that term in section 9 of the Corporations Act.

**Services** is defined in the Statement of Work.

**Statement of Work** means the document produced by Baidam Solutions titled "Statement of Work" that refers to these Terms and Conditions and that is signed by Client.

**Term** means the period from the Commencement Date for the period of time set out in the Statement of Work, and if no period of time is set out, then until the Services are completed.

## 20.2 INTERPRETATION

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

- (a) the singular includes the plural and conversely;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person includes any body corporate, unincorporated body or other entity and conversely;
- (d) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;
- (e) a reference to any agreement or document (including a reference to this Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Agreement or that other agreement or document;

- (f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (g) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing;
- (h) a reference to includes, means includes without limitation; and
- (i) all references to \$ are to Australian dollars, unless otherwise specified.