



Greymouse BPO Terms and Conditions

The following are the Terms and Conditions under which Greymouse Investments Pty Ltd A.C.N. 101 343 524 (A.B.N. 61 101 343 524) Trading as Greymouse A.B.N. 28 210 682 338 ("Greymouse") sells Consulting Services, Business Process Utility (BPU) or Business Process Outsourcing (BPO) services, hereby collectively referred to as BPO. BPO covers a range of customer specific duties and tasks collectively referred to as "BPO Products". A BPO Product agreement or proposal provides the task deliverables, Quality Assurance (QA) and delivery standards used by Greymouse and agreed by the client. The BPO Agreements may include additional terms and conditions forming an integral part of the Terms and Conditions under which Products are sold.

1.0 PURPOSE OF GOODS

BPO Products are not intended for direct control of nuclear facilities, air traffic, mass transport, or life support applications. For these applications, Greymouse requires additional contractual safeguards that will be negotiated on a case-by-case basis.

2.0 TAXES

Unless otherwise stated in writing, prices are exclusive of taxes including goods and services tax (GST).

It is the Client's responsibility to obtain exemption from duties or taxes by notifying Greymouse in writing when submitting the Client's Purchase Order.

3.0 TERMS AND INVOICING

3.1 Terms of Payment

Terms are net fourteen (14) days from date of invoice provided the Client maintains credit arrangements satisfactory to Greymouse. BPO Products are invoiced on the first working day of the month.

3.2 Invoicing Terms

Invoicing frequency is dependent on the quoted value & terms of BPO Agreements or upon a prior agreed statement of work containing projected milestones. In the event milestones are utilized for invoicing, said invoicing will occur on milestones not exceeding FOURTEEN (14) day intervals. In the absence of agreed milestones, Greymouse will invoice for its estimate of the value of works performed on a fortnightly basis.

3.3 Pricing Review



Charge rates for services provided on a time and materials basis are firm for the fixed charge term agreed in the relevant BPO Agreement. If no fixed charge term is agreed upon, then a period of three (3) months from the date of quotation shall apply. At the end of this period, prices may be adjusted by Greymouse in accordance with the then prevailing rates as specified in Greymouse's "Fee Schedule for BPO Services" which is made available on request.

3.4 Additional BPO Services outside standing contract

If services are provided by Greymouse (being Greymouse employees or Contractors to Greymouse) at the Client's request, but such services are outside the scope of any standing agreement, those Services will be advised of the out of scope agreement, supplied, and charged at Greymouse's then prevailing rates as specified in Greymouse's "Fee Schedule for BPO Services" and be subject to these terms and conditions.

3.5 Fixed Cost BPO

Where Greymouse and the client enter into an agreement for a fixed number of consulting hours; Greymouse will charge at Greymouse's then prevailing rates for consulting services once the time spent exceeds 110% of the proposed allocation of resources, should the increased time spent be due to factors outside the influence of Greymouse Consultants (being Greymouse employees or Contractors to Greymouse).

4.0 PAYMENT DELAYS

4.1 Withdrawal of Services

If the Client fails to make a payment properly due under this contract, or the BPO agreement, Greymouse will advise the Client in writing of its intention to suspend the services. If payment is then not made within seven (7) days, Greymouse will suspend Services until such payment is made to Greymouse.

4.2 Debt Recovery Expenses

Clients shall be liable for interest charges calculated at the prevailing overdraft reference rate of the St George Bank (published every week) plus two percent for fair debts unpaid to Greymouse by their due date. Such charges will be calculated on a daily basis beginning on the due date. The Client shall be liable to Greymouse for all costs and disbursements incurred by Greymouse for recovery of any debts not paid by the due date including any legal costs on a solicitor/own client basis.



5.0 ON-SITE EQUIPMENT AND INSTALLATIONS

In the event that Greymouse equipment is located at the client or clients customers sites, the Client shall make available a safe and suitable place for installation of equipment in accordance with the equipment requirements. (Eg Voice Communication Server located in a suitably secure and protected location)

- (a) Client provides the same level of security and protection as their own equipment.
- (b) Greymouse is responsible for insurance of Greymouse on site assets.
- (c) The customer provides stable and reliable Power and internet connection.
- (d) Greymouse is responsible for any software licensing, maintenance, repairs or logical security of the Greymouse equipment.
- (e) Client will not impose any unreasonable restrictions or impose any liability provisions as to site access and equipment usage requirements.

Installation of Products shall be the responsibility of Greymouse or the Client as specified in any BPO Agreement or contract. If Greymouse performs the installation, then this shall be in accordance with such Product Description or contract of sale.

6.0 WARRANTY & LIABILITY

6.2 Services Warranty

Greymouse warrants that BPO Services will be performed in a workmanlike manner and in accordance with the BPO Agreement Plan agreed between the parties. If Greymouse accepts that a Service was not so performed then Greymouse will:

- (a) Not charge for the activities performed to an unreasonable standard.
- (b) At the client's discretion, supply an alternative Greymouse resource to perform the BPO Services.

6.3 General



The stated warranties are contingent upon proper treatment and use of BPO Services.

To the maximum extent permitted by law, any conditions or warranties, imposed or implied by statute or otherwise are excluded. You may have the benefit of certain rights or remedies pursuant to the laws of the Commonwealth (including the Trade Practices Act 1974), State or Territories. Nothing in this Agreement excludes, restricts or modifies any condition, warranty or liability, which is implied by the law where to do so is illegal or would render any provision of this Agreement void.

7.0 Remote Access

For Services provided by Greymouse to the Client via Remote Diagnostic or internet access (Dial-in) facilities, the Client:

- (a) Will allow Greymouse Consultant full and unrestricted access as may be reasonably required to all communications facilities necessary for performing the BPO tasks, at no charge to Greymouse, and
- (b) Will provide and bear the costs of Greymouse internet traffic, terminal access licenses, when required.

8.0 GREYMOUSE'S PROPERTY

Servers, Communications equipment, Greymouse documentation, schematics, maintenance materials, tools, hardware, Site Management Guides, test equipment, diagnostic hardware and Software and associated media which are to be used by Greymouse at the Client's site, and which have not been expressly sold or licensed to the Client shall remain the exclusive property of Greymouse and shall be for the sole use of Greymouse.

9.0 CANCELLATION CHARGES

9.1 Services

In the event the Client fails to meet any obligation hereunder, causing cancellation or rescheduling of any Services order or portion thereof by Greymouse, Greymouse will charge the Client the following:

If cancellation occurs:

- (a) Prior to 31 days before scheduled Time of Provision of Service or renewal of service - Nil



(b) Between 8 and 31 days before Scheduled Time of Provision of Services - 5% of the order value.

(c) Seven days or less before Scheduled Time of Provision of Services - 25% of the order value.

10.0 QUOTATIONS

10.1 Validity

Quotations for Products are valid for a period of fifteen (15) days from the quotation date, errors and omissions accepted. Extended validity dates apply only if supplied to the Client in writing.

10.2 Prices

Prices are stated in Australian dollars.

11.0 RECRUITMENT SERVICES

Greymouse provides a BPO service using the Greymouse companies in near shore locations. Greymouse does not engage in recruitment services or supply of human resources within Australian territories.

12.0 JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the law for the time in force in the State of Queensland in Australia. Greymouse shall, however, have the right to institute proceedings in any competent jurisdiction for the recovery of unpaid debts.

13.0 SERVICE OF NOTICES

The respective addresses of service of notices under these Terms and Conditions ("the notice address") shall be the registered office of Greymouse and the Client provided that either of the parties may by written notice to the other party substitute another address that will then become the notice address.

Notices may be given by being:

- Left at the notice address,
- Sent to the notice address by post, e-mail or facsimile,



- Delivered by hand to either of the parties to the Agreement.

Any notice posted shall be deemed to have been received three (3) business days after the date of posting and any notice given in any other manner shall be deemed to have been received at the time when in the ordinary course it may be expected to have been received.

14.0 DELAYS

Greymouse shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the signing of this Agreement, fire, Internet or communication line failures, power failures, earthquakes or other disasters.

15.0 GENERAL PROVISIONS

Any contract of sale of BPO Services ("Contract") between Greymouse and the Client shall be subject to these Terms and Conditions. These Terms and Conditions shall prevail notwithstanding any other terms and conditions on any order submitted by the Client.

Neither party may assign such Contract unless mutually agreed in writing.

All rights and remedies conferred under a Contract or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. The provisions of the Contract are declared to be severable.

16.0 CONFIDENTIALITY

Greymouse and the Client agree to keep confidential information obtained about the other which is not in the public domain, and restrict such information to those within each organisation who have a need to know in order to perform their responsibilities under this contract, and to allow such confidential information to be included in any standard data back up procedures run as a matter of course.