

Epic Energy Standard Conditions for the supply of Goods and/or Services

These Standard Conditions apply to the supply of Goods and/or Services by the Contractor to Epic and form part of all Purchase Orders issued by or on behalf of Epic to the Contractor for Goods and/or Services unless specifically excluded or varied by Epic in writing.

1 Definitions

1.1 Definitions

In the Agreement:

Agreement means the agreement between the Contractor and Epic consisting of the Purchase Order and these Standard Conditions;

Business Day means:

- (a) for receiving a notice under clause 15, a day that is not a Saturday, Sunday or bank holiday in the place where the notice is sent; and
- (b) for all other purposes, a day on which banks are open for business in the capital city of the State or Territory in which the relevant Site is located excluding a Saturday, Sunday or public holiday;

Confidential Information means whether or not in material form, all information relating to the business dealings, contracts, customers, computer operations and marketing, sales and business plans and financial data of Epic and any Related Body Corporate of Epic.

Consequential Losses means any Losses suffered by a party to this Agreement as a result of a breach of this Agreement, that cannot reasonably be considered to arise naturally from that breach or which are by way of loss of revenue, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of interest, damage to credit rating, loss or denial of opportunity or increased overhead costs, but does not include any Losses suffered by a third party for which a party to this Agreement becomes liable as a result of that breach.

Contractor means the person named on the Purchase Order as the supplier for the Goods and/or Services to Epic.

Cyber Security Incident has the meaning given to that term in the SOCI Laws.

Data means all:

- (a) data, information and other materials, in whatever format, provided to the Contractor by or on behalf of Epic for the purposes of providing the Services (**Raw Data**); and
- (b) data, information and other materials, in whatever format, generated, stored, processed, retrieved, printed or produced utilising the Raw Data,

and includes:

- (c) data created by the operation of any computer language or software, regardless of where such software is operated, executed or resident; and

- (d) input files, output files, import files, export files, listings, review documents and data models.

Data Assets means any of the party's data (including without limitation energy demand, supply, capacity, allocation, forecasts, usage, auctions, trading, planned maintenance, outages and other operational data), information and communication technology (ICT), user accounts and passwords, devices, operational technology (OT) systems, or other ICT/OT assets.

Defective Goods means Goods that are not in conformity with the Agreement, are defective in design, performance, workmanship, make up or are the subject of a product recall;

Defective Services means Services that are not in conformity with the Agreement;

Delivery or Delivered means the delivery of Goods or performance of the Services by the Contractor to the nominated Delivery Point and the acceptance of the Goods and/or Services by Epic;

Delivery Date means the date for Delivery specified in the Purchase Order;

Delivery Point means the place(s) or Site(s) where the Goods and/or Services are to be delivered or performed, as specified in the Purchase Order;

Epic means the Epic Energy entity as set out in the Purchase Order.

Equipment means the equipment supplied by the Contractor for the purpose of performing the Services;

Fees means the price payable for the Goods and/or Services as specified in the Purchase Order;

Goods means the goods to be provided by the Contractor to Epic as set out in the Purchase Order;

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Intellectual Property Rights means:

- (a) patents, trademarks, service marks, rights in designs, trade names and copyrights (including future copyright), in each case whether registered or not, and any applications for registration of any of them;
- (b) rights under licences and consents in relation to any of them; and
- (c) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world;

Losses means any and all losses, damages, liability, costs, expenses, suits and claims (whether direct, indirect or consequential) arising from breach of contract, tort (including negligence) or otherwise.

Modern Slavery means conduct that would breach of Divisions 270 and 271 of the Commonwealth Criminal Code if it occurred in Australia, human trafficking or the worst forms of child labour;

Modern Slavery Law means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the Commonwealth Criminal Code and the *Modern Slavery Act 2018* (NSW);

Notifiable Event means a breach of Modern Slavery Law by the Contractor, any of the Contractor's Personnel or a supply chain participant in connection with the Agreement;

Personnel means directors, officers, representatives, agents, employees, contractors or sub-contractors (but in the case of Epic, excludes the Contractor);

Protected Information has the meaning given to that term in the SOCI Laws.

Purchase Order means any purchase order (whether in electronic or written form) issued by or on behalf of Epic to the Contractor for the supply of Goods and/or Services by the Contractor and any schedule and document accompanying the Purchase Order;

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth);

Reports means the reports to be provided by the Contractor to Epic in accordance with clause 3.6 of these Standard Conditions;

Services means the services to be performed by the Contractor, as set out in the Purchase Order, and any services necessarily incidental to them;

Site means Epic's site as specified in the Purchase Order;

Site Procedures means the site policies and procedures of Epic as amended from time to time and that are provided to the Contractor or publicly available at <https://epicenergy.com.au>, including the safety health and environment policy, and any Site specific policies and procedures;

SOCI Laws means the *Security of Critical Infrastructure Act 2018* (Cth) and any regulations or rules made under that Act.

Standard Conditions means the conditions set out in this document, as amended from time to time;

Working Hours means the normal working hours at the relevant Site.

1.2 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.3 Inconsistency

If there is any inconsistency between these Standard Conditions and the Purchase Order the conditions in the Purchase Order will prevail to the extent of the inconsistency.

2 Formation, authority and acceptance

- (a) In relation to the Goods and/or Services the subject of the Purchase Order, the Agreement constitutes the entire agreement between the Contractor and Epic. Except as may be specifically provided in the Purchase Order, any terms and conditions contained in or relating to any other documents, including any of the Contractor's documents, in respect of the Goods and/or Services, are of no effect.

- (b) Epic will not be bound by any Purchase Order unless it is issued by or on behalf of Epic.
- (c) The Contractor must give Epic written notice of acceptance of the Purchase Order within 7 days. If the Contractor does not provide notice to Epic, the supply of the Goods and/or Services by the Contractor will constitute acceptance by the Contractor of the Purchase Order.
- (d) The Agreement will commence in accordance with this clause 2 and will remain in force until the completion by the Contractor of all of its obligations under the Agreement, unless terminated earlier in accordance with the Agreement.
- (e) Epic will have no liability to pay for any Goods and/or Services not set out in an issued Purchase Order.

3 Supply of Goods and/or Services

3.1 Supply of the Goods and/or Services

The Contractor must:

- (a) ensure that all Goods meet the description, specifications and quality standards set out in the applicable Purchase Order, are new, of merchantable quality, made of good materials and workmanship, and free from defects;
- (b) ensure that all Goods and services are fit for the purpose for which goods of the same kind are commonly supplied and any purpose which Epic makes known to the Contractor, and in the case of Goods are accompanied by any necessary instructions, technical documents, operating and service manuals and applicable warranties;
- (c) supply the Services in a proper, timely and efficient manner using a standard of care, skill, diligence, prudence and foresight that would reasonably be expected of an expert and experienced provider of services similar to the Services;
- (d) meet all applicable delivery timeframes set out in this Agreement;
- (e) perform its obligations in accordance with:
 - (1) the Agreement and all reasonable directions of Epic;
 - (2) all applicable laws, rules, regulations and industry and safety standards; and
 - (3) all policies and procedures of Epic from time to time, including but not limited to the safety health and environment policy and any Site Procedures;
- (f) take all necessary steps to ensure that it is fully informed of and complies with the Site Procedures;
- (g) provide all necessary equipment, materials and labour that may be required to supply the Goods and/or Services;

- (h) use reasonable endeavours to ensure that the Goods or Services that it provides are not the product of Modern Slavery; and
- (i) require its suppliers to ensure that the Goods or Services provided are not the product of Modern Slavery.

3.2 Delivery

- (a) The Contractor must perform and supply the Goods and/or Services at the times, dates and Delivery Points specified in the Purchase Order or as otherwise agreed in writing between the parties.
- (b) Upon Delivery of the Goods and/or performance of the Services at or to the Delivery Point or otherwise in accordance with the Purchase Order, the Supplier must issue to Epic a delivery docket which:
 - (1) references the Purchase Order number; and
 - (2) confirms:
 - (A) the Goods and/or Services delivered or performed;
 - (B) the Delivery Point;
 - (C) the name and signature of Epic Personnel receiving the Goods or Services (as applicable); and
 - (D) date and time of delivery to the Delivery Point.

3.3 Additional Requirements for the supply of Goods

- (a) Goods must be packed and marked in accordance with Epic's reasonable instructions and any statutory requirements. All Goods must be clearly labelled with printed, legible labels. All Goods must be accompanied by packing slips describing the Goods.
- (b) The Contractor must Deliver the Goods in the quantity, at the time and to the Delivery Point specified by Epic in the Purchase Order or in accordance with any reasonable instructions notified by Epic. The Contractor must ensure that the Goods are protected against all damage and deterioration during transportation.
- (c) Subject to clause 3.7 of these Standard Conditions, title to and risk in the Goods passes to Epic when Epic has taken Delivery of the Goods at the Delivery Point. The Contractor must not register a security interest in the Goods under the *Personal Property Securities Act 2009* unless agreed in writing signed by Epic.

3.4 Contractor's Personnel

- (a) The Contractor must ensure that the Contractor's Personnel engaged in the supply of the Goods and/or Services:
 - (1) are competent and professional with qualifications and experience appropriate to ensure full and proper performance of the supply of the Goods and/or Services in accordance with the Agreement;
 - (2) comply with the provisions of all applicable statutes, rules,

regulations and industry and safety standards; and

- (3) perform their duties with care, skill and diligence;

and if such Personnel are required to access the Site:

- (4) have undertaken Epic's safety induction programme before performing the Services;
- (5) maintain good housekeeping and ensure that the Site is kept tidy, clean and clear; and
- (6) carry proper identification when on the Site.

- (b) If Epic gives notice to the Contractor that a member of the Contractor's Personnel is unacceptable to Epic in its sole discretion (but at all times acting reasonably), the Contractor must take immediate steps to remove the person and provide an alternative person acceptable to Epic.

3.5 Contractor's Equipment

- (a) The Contractor must take all reasonable steps to ensure that the Contractor's Personnel operate all Equipment according to the manufacturer's specifications and in compliance with any relevant laws.
- (b) The Contractor must ensure that all vehicles and Equipment used or supplied by the Contractor in connection with the supply of Goods and/or Services are maintained in a safe and serviceable condition and are serviced in accordance with the manufacturer's specifications.

3.6 Reporting

- (a) The Contractor must keep accurate records relating to the provision of the Goods and/or Services and its performance of its obligations under the Agreement.
- (b) The Contractor must make the records specified in clause (a) above available for inspection by Epic upon the reasonable request of Epic.
- (c) The Contractor must provide Epic with any reports concerning the provision of the Goods and/or Services specified in the Purchase Order or which are reasonably requested by Epic from time to time.
- (d) If:
 - (1) an accident occurs at the Site involving the Contractor or the Contractor's Personnel;
 - (2) an environmental incident occurs at the Site involving the Contractor or the Contractor's Personnel;
 - (3) an occupational disease is suffered by the Contractor or the Contractor's Personnel;
 - (4) a Notifiable Event occurs,
 then the Contractor must:
 - (5) immediately notify the Site manager and Epic;

- (6) properly investigate the incident and, if required by Epic, co-operate in any investigation of the incident; and
- (7) promptly provide a detailed report to the Site manager and Epic in respect of the incident.

3.7 Inspection and acceptance of Goods

- (a) Epic will not be deemed to have accepted the Goods until it has had a reasonable time to inspect the Goods.
- (b) If any Goods are Defective Goods then Epic may reject the Defective Goods by returning them to the Contractor at the Contractor's cost.
- (c) At Epic's option and request, the Contractor must:
 - (1) refund to Epic any payments made by Epic in respect of any Defective Goods that Epic rejects; or
 - (2) replace free of charge any Defective Goods that Epic rejects.

3.8 Inspection and acceptance of Services

- (a) If, following performance of any of the Services, Epic identifies any Defective Services (acting reasonably), then Epic may give the Contractor notice and require the Contractor to make good the Services within a reasonable period stated in the notice.
- (b) If the Contractor does not make good the Defective Services within the period stated in the notice then Epic may:
 - (1) reject the Defective Services; or
 - (2) make good, or engage another contractor to make good, the Defective Services.

4 Site Procedures and obligations

4.1 Access to the Site

- (a) Epic only has an obligation to make the Site available to the Contractor sufficient for the Contractor to carry out its obligations under the Agreement during the Working Hours.
- (b) The Contractor and its Personnel may only gain access to and enter and remain upon the Site as specified in the Agreement.
- (c) The Contractor and its Personnel enters the Site at its own risk subject to any other legal obligations owed by Epic.
- (d) The Contractor its Personnel must register at the Site reception each time they enter the Site.
- (e) Epic may at any time inspect the contents of any vehicles of the Contractor or the Contractor's Personnel that enter the Site.
- (f) The Contractor or its Personnel must not, in providing the Services or delivering the Goods, disrupt any activities on the Site.

4.2 Environmental obligations

- (a) The Contractor must, where relevant:

- (1) comply with all laws, rules, regulations and industry standards, the Agreement, and Epic's policy and directions for the protection of the environment;
- (2) supply the Goods and/or Services in a manner so as to avoid unlawful pollution of the Site and its surroundings.

- (b) The Contractor is responsible for, and must make good, any damage to the environment caused by its supply of the Goods and/or Services (including any unlawful pollution of the Site or its surroundings) unless that damage was directly caused by the breach, negligence or wilful misconduct of Epic.
- (c) The Contractor agrees to use reasonable endeavours to perform its obligations under this Agreement in a manner that minimises greenhouse gas emissions where reasonably possible.

4.3 Safety

The Contractor must, and must ensure that all of the Contractor's Personnel, comply at all times with all applicable laws and Epic's reasonable directions given from time to time regarding health or safety matters while the Contractor or any Contractor's Personnel are on any Epic Site.

5 Invoicing and payment

5.1 Payment

- (a) Epic must pay the Contractor the Fees in consideration for the supply of the Goods and/or Services to Epic by the Contractor, subject to the Contractor discharging its obligations under the Agreement. Payment of the Fees does not represent acceptance of the Goods and/or Services by Epic.
- (b) The Fees are deemed to include provision for all costs, taxes and duties (other than GST) and expenses incurred by the Contractor in complying with all its obligations under the Agreement.

- (c) The Fees are fixed during the Agreement unless otherwise noted in a Purchase Order.

5.2 Invoicing

- (a) The Contractor must quote the Purchase Order number on the invoice in order for Epic to pay within 30 days of receipt of the Contractor's valid tax invoice for the Goods and/or Services is received.
- (b) The Contractor must submit any invoices for payment prior to the end of the month in which the Goods and/or Services is received.

6 GST

- (a) A reference in this clause to a term defined or used in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in the Agreement which is relevant in determining a payment

to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.

- (c) If GST is imposed on a supply made under or in connection with the Agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- (d) The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- (e) If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with the Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

7 Sub-contracting

The Contractor may only subcontract the whole or any part of the supply of the Goods and Services if Epic first gives its written consent. The Contractor remains responsible for all obligations, services and functions performed by any subcontractors (whether approved or not) to the same extent as if those obligations, services and functions were performed by the Contractor. Any consent from Epic to subcontract any part of the supply of Goods and/or Services does not relieve the Contractor from any of its liabilities or obligations under this Agreement.

8 Confidentiality

- (a) Each party must not, and must ensure that its Personnel do not, without the prior written approval of the other party, either during the provision of the Goods and Services or after the expiry or earlier termination of the Agreement, disclose or give to any person any Confidential Information.
 - (1) is in the public domain other than as a result of a breach of this clause;
 - (2) was at the time of disclosure already in the lawful possession of the other party; or
 - (3) is required to be disclosed by any applicable law or the listing rules of any applicable stock exchange.
- (b) This clause does not apply to Confidential Information that:
 - (1) is in the public domain other than as a result of a breach of this clause;
 - (2) was at the time of disclosure already in the lawful possession of the other party; or
 - (3) is required to be disclosed by any applicable law or the listing rules of any applicable stock exchange.
- (c) At the expiry or earlier termination of the Agreement, each party must deliver up to the other party all material comprising, including or otherwise relating to the Confidential Information.
- (d) Epic may, without prior notice to the Contractor, notify actual, alleged or suspected Modern Slavery to:
 - (1) any Related Body Corporate of Epic;
 - (2) any Government Agency; or

- (3) the public.

9 Intellectual property

- (a) The ownership of the Intellectual Property Rights in any item which exists before the commencement of the supply of any Goods and/or Services will not be altered, transferred or assigned merely by virtue of using that item for the purposes of the Agreement, unless expressly agreed to the contrary.
- (b) The Contractor assigns to Epic all Intellectual Property Rights that may be produced or developed by the Contractor for Epic in relation to or as a result of the provision of the Services, effective immediately on the creation of any such Intellectual Property Rights.
- (c) The Contractor must not use any trademarks of Epic or its Related Bodies Corporate for any purpose without the prior written consent of Epic and subject to any conditions Epic may impose.
- (d) The Contractor agrees that in the course of providing the Services, it will not do any act or thing which may infringe any Intellectual Property Rights of Epic or any third party.

10 Insurance

- (a) The Contractor must, before commencing supply of the Goods and/or Services, effect and maintain any necessary insurances in relation to the Goods and/or Services (to a minimum coverage as specified in the Purchase Order or if no amounts are specified in the Purchase Order), in the amounts set out in this clause, including, but not limited to:
 - (1) workers' compensation insurance;
 - (2) public and product liability insurance to a minimum cover of \$20 million per claim in respect of public liability or in respect of product liability, in the aggregate, including (without limitation) cover for death, bodily injury, damage to or destruction of tangible property including any resulting loss of use of such property;
 - (3) professional indemnity insurance (if required), to a minimum cover of \$10 million per claim and to be maintained for a period of 6 years from the cessation of the supply of the Services. For the avoidance of doubt, this clause 10(a)(3) only applies to Contractors providing professional services including (but not limited to) design and advice work;
 - (4) motor vehicle third party property insurance to a minimum cover of \$20 million per claim for all types of motor vehicles and equipment owned or controlled by the Contractor; and
 - (5) any other insurances required by law or regarded as sound commercial practice.

- (b) The Contractor must provide evidence of the currency of insurance to Epic or its agent upon the request of Epic or Epic's agent.
- (c) The Contractor must ensure that any subcontractor engaged by the Contractor in relation to the Goods and/or Services effects and maintains the insurances in clause (a) above.
- (d) The Contractor must not do anything which may provide grounds for an insurer to refuse payment of a claim made under any policy of insurance, or which may prejudice the interests of Epic under any policy of insurance.

11 Indemnity

The Contractor must indemnify Epic and its Personnel, and keep Epic and its Personnel indemnified, from and against all Losses that Epic may suffer or incur, whether directly or indirectly, as a result of or in connection with:

- (1) any negligent act or omission, wilful default, fraud, breach of duty, or breach of law by the Contractor or the Contractor's Personnel;
- (2) any breach of this Agreement, or a warranty given under this Agreement, by the Contractor;
- (3) any loss of, or damage to, any property of any person, or any injury to or death of any person, arising out of or in relation to any act or omission of the Contractor or the Contractor's Personnel in performing, or failing to perform, the Services and/or the Contractor's other obligations under this Agreement;
- (4) any Data breach or breach of Confidential Information; or
- (5) any infringement or alleged infringement of Intellectual Property Rights arising out of Epic's use of the Goods, Services or Equipment.

except that the indemnity will be reduced to the extent the Loss was caused or contributed to by any negligent act or omission or material breach of this agreement by Epic.

12 Liability

12.1 Liability limitation

- (a) The aggregate liability of each party to the other party in respect of all Losses arising under or in connection with this Agreement is limited (to the extent permitted by law) to the greater of:
 - (1) \$1 million; and
 - (2) the amount covered by the insurance that Epic holds or the Contractor is required to take out and maintain in accordance with clause 10 (or which, but for an act or omission of the Contractor (including in respect of its disclosure obligations to any insurer), would have been covered by a policy of

insurance which the Contractor is required to effect under this Agreement).

- (b) The liability of a party for Losses sustained by the other party will be reduced to the extent that such loss or damage has been caused or contributed to by the other party's negligence or breach of applicable law.

12.2 No liability for consequential losses

Subject to clause 12.3, neither party will be liable to the other party for any Consequential Losses except to the extent that the Consequential Losses are covered by the party's insurance cover.

12.3 Carve out

Clauses 12.1 and 12.2 do not apply to liability for:

- (a) fraud or wilful misconduct;
- (b) breach of clause 8;
- (c) personal injury, death or damage to tangible property; or
- (d) costs and expenses associated with recovering or recreating Data that has been lost, destroyed, deleted or corrupted by the Contractor as a result of the Contractor's performance of the Services.

13 Default and termination

13.1 Remedy notice

- (a) If the Contractor is in breach of the Agreement, Epic may give the Contractor a written notice specifying a reasonable time by which the Contractor must rectify the breach, to the extent that the breach is capable of rectification.
- (b) If Epic gives the Contractor a written notice referred to in clause (a) above, the Contractor must comply with the written notice.

13.2 Termination following material breach

In relation to material breaches, either party may terminate the Agreement with immediate effect by giving the other party written notice if the party in default has not complied with a written notice given under this clause within the time period specified in that notice or if the breach is incapable of being remedied in the reasonable opinion of the party not in default.

13.3 Termination for breach of Modern Slavery Law

Epic may immediately terminate the Agreement by giving written notice to the Contractor if the Contractor or any of the Contractor's Personnel:

- (a) have not complied with a Modern Slavery Law reporting requirement or have published information that is not true and correct in relation to the risks of Modern Slavery in its operations or supply chain; or
- (b) breach a Modern Slavery Law.

13.4 Termination by notice

- (a) Epic may terminate the Agreement by giving the Contractor 30 days written notice.

- (b) Upon termination under clause 13.4(a), subject to subclause (c) below, Epic must pay the Contractor:

- (1) in relation to Goods:
- (A) the value of all unpaid Goods delivered in accordance with the Agreement prior to the date of termination; and
 - (B) the cost of materials reasonably and necessarily ordered by the Contractor prior to the date of termination which the Contractor is legally bound to pay in relation to the manufacture or supply of the Goods, for the purpose of supplying the Goods. The Contractor must deliver the materials to Epic following payment.
- (2) in relation to Services, any Fees for Services performed up to the date of termination, and the Contractor's actual and direct out-of-pocket expenses that are reasonably incurred for work in progress prior to the date of termination and the cost of materials reasonably and necessarily ordered prior to the date of termination, which the Contractor is legally bound to pay for the purpose of supplying the Services,

which amounts must be substantiated by the Contractor to Epic's reasonable satisfaction, and the Contractor must demonstrate that the costs and/or expenses could not have been avoided or mitigated. Such amounts will not be in excess of the Fees payable if the Agreement had not been terminated).

- (c) The Contractor must provide Epic with any claim under clause 13.4(b), including supporting evidence and any further information reasonably required by Epic, within 30 days of the effective termination date.
- (d) Except as set out in clause 13.4(b), no other costs or fees are payable to the Contractor in the event that Epic exercises its right to terminate for convenience and the Contractor agrees that in such an event the processes described in this clause 13.4(b) are the Contractor's sole remedy.

13.5 Consequences of termination

- (a) Unless terminated under clauses 13.2 or 13.4, the Contractor will not be entitled to any compensation or to make any claim against Epic arising from a termination of the Agreement.
- (b) The termination of the Contractor's engagement under the Agreement does not affect any other rights or remedies Epic may have.
- (c) Clauses 8 (Confidentiality), 11 (Indemnity), and this sub-clause 13.5 and any other obligation which is expressed to, or by its nature, survive expiry or termination of the Agreement, will survive expiry or termination of the Agreement and are enforceable at any time at law or in equity.

14 Force majeure

14.1 Force majeure

- (a) Where force majeure prevents or delays a party from performing any obligation under the Agreement, the party's obligation is suspended as long as the force majeure continues.
- (b) For the purpose of this clause, force majeure means an act of God, war, revolution or any other unlawful act against public order or authority and a governmental restraint.

14.2 Notification of force majeure

Upon the occurrence of a force majeure the Contractor must immediately notify Epic and use its best endeavours to overcome the circumstances.

14.3 Effect of force majeure

- (a) Where force majeure prevents or delays the Contractor from performing its obligations in respect of the supply of Goods and/or Services, Epic may elect to obtain the Goods and/or Services from an alternative provider for the duration of the force majeure.
- (b) Where the force majeure continues for 30 days or more, Epic may immediately terminate the Agreement upon written notice to the Contractor and in that event the Contractor shall have no claims against Epic in connection with that termination.

15 SOCI Laws and cyber security incidents

15.1 SOCI Laws

- (a) The Contractor must:
- (1) to the extent that the SOCI Laws apply to either or both of the Contractor or Epic:
 - (A) comply with all of the Contractor's Obligations under the SOCI Laws (if any);
 - (B) do all things reasonably necessary to assist Epic in complying with Epic's obligations under the SOCI Laws; and
 - (C) not do anything which would preclude or prevent Epic from complying with its obligations under the SOCI Laws; and
 - (2) promptly and without undue delay notify Epic upon becoming aware of any actual or suspected breach by the Contractor or the Contractor's personnel of this clause.
- (b) The Contractor acknowledges and agrees that:
- (1) it collects and handles Data Assets of Epic on behalf of Epic and must only access and use that part of the Data Assets of Epic for which it is authorised, and only for the purpose of performing its obligations under the Agreement; and

- (2) some Data Assets of Epic may be classified as Protected Information. Accordingly, the Contractor is not permitted to make a record of, use or disclose to any other entity or individual Protected Information of Epic, unless an authorisation or exemption applies.

- (c) The Contractor must comply with Epic's reasonable directions in relation to the performance of the Contractor's obligations under this clause.

15.2 Cyber security incidents

- (a) The Contractor must notify Epic as soon as possible after becoming aware, or having any grounds to believe or suspect that a Cyber Security Incident directly or indirectly impacting Epic, the Contractor or suppliers to the Contractor which affects (or is likely to affect) the Contractor's ability to perform its obligations under the Agreement is imminent, has occurred or is occurring.
- (b) The parties must consult and co-operate with each other to ensure that Cyber Security Incidents are notified and otherwise dealt with in a way which ensures all parties are able to fully comply with their obligations under the SOCI Laws.

16 Notices

- (a) Any notice, approval, consent or other communication in relation to the Agreement must be in writing and sent by pre-paid post or email as follows:
- (1) if to Epic, at the address or email specified on the Purchase Order, with a copy to:
 - (A) Address:
Level 6, 70 Franklin Street,
Adelaide, South Australia 5000
 - (B) Email:
company.secretary@epic.com.au
 - (C) Attention: Company Secretary
 - (2) if to the Contractor, at the address or email set out in the Purchase Order or email provided by the Contractor,

or as otherwise specified by a party by notice.

- (b) A notice is regarded as given by the sender and received by the addressee:
- (1) if delivered in person, when delivered to the addressee;
 - (2) if posted, 5 Business Days from and including the date of posting to the addressee; and
 - (3) if sent by email, on the date of the email unless the sender receives an automatically generated reply advising that the message could not be delivered,

but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is regarded as given at 9.00am on the next

Business Day.

17 General

17.1 Set off

Epic may deduct from any amounts due and payable to the Contractor any amounts due and payable from the Contractor to Epic

17.2 Waiver

- (a) Waiver of any right arising from a breach of the Agreement must be in writing and executed by the party granting the waiver.
- (b) A failure to exercise or delay in exercising, or a partial exercise of a right arising from a breach of the Agreement does not result in a waiver of that right.

17.3 Privacy

Each Party must comply with all laws applicable to the collection, use, disclosure, storage and destruction of Personal Information in collecting, storing, using, disclosing or otherwise processing any Personal Information in connection with the Agreement.

17.4 Assignment

- (a) Epic may at any time assign or novate or otherwise transfer all or any part of its rights or liabilities under the Agreement to any of its Related Body Corporates.
- (b) The Contractor must not assign its rights under the Agreement without the prior written consent of Epic which must not be unreasonably withheld.

17.5 Governing law and jurisdiction

The governing law of this Agreement is the law of the State of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

17.6 Variation

A variation of any term of the Agreement must be in writing and signed by the parties.

17.7 Further action

Each party must do all things and execute all further documents necessary to give full effect to the Agreement.

17.8 Benefits held on trust

Epic holds the benefit of each indemnity, promise and obligation in the Agreement expressed to be for the benefit of:

- (a) a director, officer or employee of Epic;
- (b) a Related Body Corporate of Epic; or
- (c) the director, officer or employee of a Related Body Corporate of Epic,

on trust for that party.

17.9 Severance

Any provision of, or the application of any provision of, the Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other

jurisdiction or of the remaining provisions in that or any other jurisdiction.

17.10 Entire agreement

The Agreement constitutes the entire agreement between the parties for the Goods and Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Goods and Services.

17.11 Relationship between parties

- (a) Epic and the Contractor are independent contracting parties and nothing in the Agreement will make either party an agent or legal representative of the other for any purpose whatsoever. Nor does the Agreement grant either party any authority to assume or to create an obligation on behalf or in the name of the other party.
- (b) Epic is not responsible to the Contractor or any Contractor's Personnel for any payments in respect of, any employment related expenses including wages, annual leave, sick leave, long service leave, superannuation, workers' compensation, accidents, sickness or life insurance.
- (c) The Contractor indemnifies Epic from and against all losses sustained by Epic arising from any claims made by Contractor's Personnel relating to the employment of the Contractor's Personnel other than to the extent to which the losses are caused or contributed to by Epic, including without limitation workers' compensation claims.

Acceptance

The Contractor acknowledges and agrees that, unless otherwise specified in writing by Epic:

- (a) on each occasion that Epic issues a Purchase Order to the Contractor for the supply of Goods and/or Services, a binding and enforceable contract in relation to the supply of the Goods and/or Services which are the subject of the Purchase Order will arise upon acceptance of the Purchase Order under clause 2(c) ; and
- (b) the Contractor will supply the Goods and/or Services to Epic for the Fees and on the conditions contained in the applicable Purchase Order and these Standard Conditions.