

PERTHRS TERMS AND CONDITIONS

KEY RIGHTS AND OBLIGATIONS OF ALL PARTIES

- (a) PERTHRS will provide the Services to THE CLIENT in consideration of THE CLIENT paying **the Fee** to PERTHRS, subject to the provisions of this agreement. PERTHRS has the skills, background and experience in providing Relocation Consultancy Services.
- (b) PERTHRS and THE CLIENT will agree on the scope of works and requirements by way of an initial consult and the completion of a Lease information sheet outlining criteria. Should any details change, THE CLIENT must advise PERTHRS as soon as practically possible.
- (c) THE CLIENT agrees to pay additional service fees for any modifications to the Services that fall outside the scope defined in the agreement.
- (d) The Services will be performed by the employees or outsourced service providers that PERTHRS may choose as most appropriate to carry out the Services as agreed, from time to time by the Parties.
- (e) The Services to be performed as agreed by the Parties, the time estimates for the provision of the services and the fees will be set out in the specification.

CLIENT INPUT AND COMPLIANCE

(a) Client Cooperation

THE CLIENT acknowledges that the provision of Services will, at various stages, require THE CLIENT's input and active cooperation. THE CLIENT agrees to use its best efforts to comply with any requirements outlined in this clause, or as otherwise communicated by PERTHRS from time to time.

(b) Consequences of Non-Compliance

THE CLIENT further acknowledges and agrees that if it is unable or fails to meet the requirements outlined in this clause, PERTHRS may be unable to provide the Services as described and such failure may impact the delivery or quality of the Services. Fees are non-refundable.

PROPERTY VIEWINGS

The Services provided by PERTHRS include virtual viewings of properties where a property is accepted by THE CLIENT and the securing of a lease before THE CLIENT's arrival. In this respect, THE CLIENT acknowledges and agrees to the following:

Clarification During Viewings

- (i) THE CLIENT must request clarification before or after the viewing if any aspect of the virtual viewing is unclear. If no clarification is requested, THE CLIENT will be deemed to have accepted all relevant aspects of the viewing.
- (ii) PERTHRS will provide as detailed a description of the property as reasonably possible, using visual, written, and oral communication during the virtual viewing. On rare occasions, PERTHRS are not allowed to video, and THE CLIENT will receive oral communication and video of the outside of the property only.

1. Lease Agreement Formation

- (i) Upon the execution of a lease agreement and payment of any required bond or rent to the assigned Essential Supplier, a legally binding contract will be formed between THE CLIENT and the supplier. PERTHRS will not be a party to this contract.
- (ii) However, the decision to accept a property based on the virtual viewing and to enter into a lease agreement will be at THE CLIENT's sole discretion. The viewing is generally conducted at a 10-minute home open so be aware that it is a viewing not a property inspection and any issues that may arise after occupation forms part of the contract between THE CLIENT and the supplier.
- (iii) If THE CLIENT accepts a property or enters into a lease agreement following a virtual viewing, PERTHRS will not be liable for any change of mind or subsequent breach of the lease agreement by THE CLIENT.

OUTSOURCED SERVICE PROVIDERS

- (a) PERTHRS is permitted to use other persons to provide some or all the Services. THE CLIENT acknowledges and agrees that the terms & conditions of the Outsourced Providers may apply to parts of the services. (means services outsourced to complete a task. Could include grocery delivery personnel, cleaners etc.)
- (b) PERTHRS will not be liable for any loss or damage suffered by THE CLIENT in connection with such service provider terms.

ESSENTIAL SUPPLIERS

- (a) PERTHRS covenants that the provision of any major goods or services supplied by Essential suppliers (means services provided by Mortgage brokers, Real estate Agents, Removalists, Migration Agents, Short-term accommodation and Hire car services etc.) will require THE CLIENT to enter into an agreement with the Essential supplier and PERTHRS will not be a party to any such agreement.
- (b) Any monies payable concerning said goods and services will be paid directly to the Essential Supplier.
- (c) THE CLIENT acknowledges and agrees that any essential suppliers are recommendations only and THE CLIENT is responsible for making the final decision. PERTHRS makes no representations or guarantees on behalf of a supplier and will not be liable for any loss or damages suffered by THE CLIENT.

CONFIDENTIALITY

For the purposes of this agreement, "**Confidential Information**" refers to any information provided by one party to the other that is inherently confidential, labelled as such, or should reasonably be recognised as confidential, excluding information that becomes public without a breach of confidentiality.

- (a) Each party agrees not to use or disclose any Confidential Information provided by the other party without prior written consent. This restriction applies to the party's officers, employees, agents, contractors, or related entities. The obligations accepted by The Recipient under this clause survive termination or expiry of this agreement.
- (b) The obligations in this clause do not apply to:
 - (i) Information that is publicly available (except through a breach of this agreement);

- (ii) Information required to be disclosed by law; or
- (iii) Information disclosed by PERTHRS to subcontractors, employees, or agents to perform the services or fulfil obligations under this agreement.

PAYMENT OF FEES

1) Fees, payment & GST

THE CLIENT agrees to pay PERTHRS the fees in the amounts and according to the supplied Invoice and terms. PERTHRS will provide THE CLIENT with a tax invoice in accordance with the GST Law in relation to fees payable.

Payment will be made by THE CLIENT to PERTHRS by the times specified on the invoice. In all other circumstances, THE CLIENT must pay for all goods and services within 7 days of receipt of an invoice. Documentation will only be issued after payment is received

2) Third-Party Payment Providers

PERTHRS utilises third-party payment providers ("Payment Providers") to process payment of the Fees via credit or debit card. In addition to these terms, any payment processed through a Payment Provider will also be subject to the terms and conditions of the respective Payment Provider. PERTHRS is not liable for the security, performance, or any issues arising from the Payment Provider's service. Surcharges may apply.

DISPUTE RESOLUTION

1. Good Faith Negotiation

If any dispute arises between PERTHRS and THE CLIENT in relation to this agreement or the Services provided, both parties agree to first attempt to resolve the dispute through good faith negotiations. Either party may notify the other in writing of the nature of the dispute and the desired resolution.

2. Mediation

If the dispute cannot be resolved through good faith negotiations within 14 days of the written notice, either party may refer the dispute to mediation. The mediation shall be conducted in Perth, Western Australia, by a mediator agreed upon by both parties or if no agreement can be reached, a mediator appointed by the President of the Law Society of Western Australia. The mediation will be conducted in accordance with the mediation rules of the Law Society of Western Australia.

3. Costs of Mediation

The costs of the mediator shall be shared equally by the parties, but each party will be responsible for its own legal costs and expenses incurred in relation to the mediation.

4. Litigation

If the dispute remains unresolved after mediation, either party may pursue the matter through litigation. The parties agree that the courts of Western Australia shall have exclusive jurisdiction over any disputes arising under this agreement.

5. Continued Performance

Notwithstanding the existence of a dispute, both parties shall continue to perform their obligations under this agreement to the extent possible, unless the nature of the dispute renders such performance impossible.

6. Urgent Relief

Nothing in this clause prevents either party from seeking urgent interlocutory relief, such as an injunction, from a court with appropriate jurisdiction.

TERMINATION

- (a) Either Party may terminate this Agreement by notice in writing giving 7 day's notice to the other if the other Party notified:
 - (i) fails to observe any term of this Agreement; and
 - (ii) fails to rectify this breach, to the satisfaction of the notifying Party, following the expiration of notice of the breach being given in writing by the notifying Party to the other Party.
- (b) Either Party may terminate this Agreement for convenience at any time providing 7 days notice to the other party.
- (c) In reference to clause (b) if service is terminated by PERTHRS any monies paid by the client where services were not performed are to be refunded
- (d) in reference to clause (b) if service is terminated by THE CLIENT. The client will be refunded proportionately to works completed minus a cancellation fee of \$250
- (e) Upon termination of this agreement any fees, expenses or reimbursements payable by THE CLIENT or PERTHRS in respect of any period prior to the Termination Date must be paid by within 7 days after the Termination Date.
- (f) Upon termination of this agreement:
 - (i) Each party to return all property and confidential information of the other party and
 - (ii) No rights, liabilities or remedies will be invalidated by the termination.

FORCE MAJEURE

1. Definition

Neither PERTHRS nor THE CLIENT shall be liable for any failure or delay in performing their obligations under this agreement if such failure or delay is due to causes beyond their reasonable control (a "Force Majeure Event"). Force Majeure Events include but are not limited to, acts of God, natural disasters (such as floods, fires, or earthquakes), war, civil unrest, terrorism, pandemics, government restrictions, strikes, lockouts, or other labour disputes, failures in telecommunication or internet services, and any other events that are beyond the control of the affected party.

2. Notification

The party affected by a Force Majeure Event must promptly notify the other party in writing, describing the nature and expected duration of the event, and the extent to which its obligations are affected. The affected party shall use reasonable efforts to minimize the impact of the Force Majeure Event and resume performance as soon as reasonably possible.

3. Suspension of Obligations

If a Force Majeure Event occurs, the affected party's obligations under this agreement will be suspended to the extent and for the duration that the Force Majeure Event prevents or delays performance. The affected party will not be deemed to be in breach of the agreement for such suspension of obligations.

4. Termination Due to Prolonged Force Majeure

If a Force Majeure Event continues for a period exceeding 90 days, either party may terminate this agreement by providing written notice to the other party. In the event of termination due to a Force Majeure Event, neither party shall have any further liability to the other except for payment for Services already rendered or expenses incurred before the occurrence of the Force Majeure Event.

5. Exclusions

Force Majeure shall not excuse THE CLIENT from paying any outstanding fees due under this agreement unless otherwise agreed in writing by PERTHRS.

ENTIRE AGREEMENT

- (a) This Agreement contains the whole agreement between the Parties in respect of the subject matter of the Agreement.
- (b) The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

WAIVER

- (a) No failure or delay by PERTHRS in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

ANNOUNCEMENTS

- (a) No party will issue or make any public announcement or disclose any information regarding this Agreement unless, before such public announcement or disclosure, it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms.

- (b) No Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law.

LAW AND JURISDICTIONS

This Agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in Western Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia

JOINT AND SEVERAL LIABILITY

Where more than one party is liable under this agreement, each party is jointly and severally liable. PERTHRS may pursue any or all parties for the full amount of any obligation or claim. If one party pays more than its share, it may seek contributions from the other liable parties, but this does not affect PERTHRS's right to recover the full amount from any party.

ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party

COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy delivered by electronic transmission (e.g., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy.

COSTS

Each party shall bear its own legal and other costs and expenses incurred in the negotiation, preparation, and execution of this agreement unless otherwise specified. Any additional costs arising from the performance of obligations under this agreement will be the responsibility of the party incurring such costs unless agreed otherwise in writing.

NOTICES

Any notice or other communication required or permitted under this agreement must be in English and may be sent by email. For PERTHRS, all notices must be sent to info@perthrs.com Notices will be deemed received 24 hours after sent, unless replied to earlier.

AMMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

INTELLECTUAL PROPERTY

1. Ownership of Pre-Existing Intellectual Property

Each party retains ownership of all intellectual property rights that it owned prior to the commencement of the Services ("Pre-Existing Intellectual Property"). Nothing in this agreement will transfer ownership of any Pre-Existing Intellectual Property to the other party.

2. Ownership of Developed Intellectual Property

All intellectual property, including but not limited to processes, methods, designs, know-how, software, and systems, developed or created by PERTHRS as a result of providing the Services under this agreement ("Developed Intellectual Property") will remain the sole and exclusive property of PERTHRS. The Client agrees that it shall not claim any rights or ownership to the Developed Intellectual Property.

3. Limited License for Use

Upon full payment of all fees owed to PERTHRS under this agreement, PERTHRS grants the Client a non-exclusive, non-transferable, royalty-free, and revocable license to use the Developed Intellectual Property solely for the Client's internal business purposes. The Client agrees that this license does not extend to using, sharing, reproducing, or otherwise distributing the Developed Intellectual Property for any other purpose, including starting or aiding any competitive or related venture.

4. Restrictions on Use

The Client agrees that it shall not:

- (i) Copy, modify, reproduce, or create derivative works from the Developed Intellectual Property.
- (ii) Use the Developed Intellectual Property to develop a competing product, service, or business.
- (iii) Sell, transfer, or sublicense the Developed Intellectual Property to any third party without the express written consent of PERTHRS.
- (iv) Use the Developed Intellectual Property for any purpose outside the scope of the license granted in this agreement.

5. Confidentiality and Non-Compete

The Client agrees to keep all information related to the Developed Intellectual Property confidential and will not disclose or use such information to start or support any competing business, either directly or indirectly, during the term of this agreement and for a period of 3 years after its termination.

6. Breach and Remedy

If the Client uses or attempts to use the Developed Intellectual Property in violation of this clause, PERTHRS reserves the right to immediately revoke the license and pursue any legal remedies available, including but not limited to injunctive relief and claims for damages.

b. No Implied Warranties

Except as expressly stated in this agreement, PERTHRS makes no further warranties, express or implied, regarding the Services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Any such implied warranties are expressly disclaimed to the maximum extent permitted by law.

c. Client's Responsibility

The Client warrants that any materials, information, or instructions provided to PERTHRS for the purposes of the Services do not infringe upon the intellectual property rights of any third party and that the Client has the necessary authority to engage PERTHRS for the Services outlined in this agreement.

2. DISCLAIMERS

a. Accuracy of Information

PERTHRS does not warrant that any information, recommendations, or outcomes derived from the Services will be free of error or fully accurate, complete, or reliable. The Client assumes full responsibility for how it chooses to use or rely on any such information.

b. Third-Party Products and Services

PERTHRS is not responsible for any third-party products, software, or services that may be recommended or used as part of the Services. Any warranties or guarantees on third-party products or services are the sole responsibility of the third-party provider.

c. No Guarantee of Specific Results

PERTHRS makes no guarantees regarding specific results or outcomes from the Services provided. Any predictions or estimates are made in good faith, but actual outcomes may vary.

3. LIMITATION OF LIABILITY

a. Exclusion of Indirect Damages

Neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

b. Cap on Liability

PERTHRS's total liability for any claim arising out of or relating to this agreement, whether in contract, tort, or otherwise, will not exceed the total amount of fees paid by the Client to PERTHRS under this agreement during the three (3) months preceding the event that gave rise to the claim.

c. Exceptions to Limitation

The limitations of liability set forth in this agreement shall not apply in cases of gross negligence, wilful misconduct, or where such limitations are prohibited by law.

Nothing in this agreement is intended to limit the operation of the Australian Consumer Law in the Competitions and Consumer Act 2010. Under the ACL THE CLIENT may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

d. Indemnification

Each party agrees at all times to indemnify and hold harmless the other party and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the indemnifying party or its officers', employees' or agents' negligent, misleading, fraudulent or criminal act or omission.

WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

1. WARRANTIES

a. Services Warranty

PERTHRS warrants that the Services provided under this agreement will be performed with reasonable skill, care, and diligence in accordance with industry standards.