

TERMS AND CONDITIONS

The parties hereby agree:

1. PROVISION OF SERVICES

1.1 Engagement

The Customer (entity or person signing acceptance of the Quotation) engages the Service Provider to provide the Services during the Term and the Service Provider agrees to provide the Services on and subject to the terms and conditions of this Agreement.

1.2 Performance of Services

- a) Service Provider will perform the Services with due care and skill in a competent and professional manner.
- b) If the Quotation contains any service levels or KPIs, the performance of the Service Provider will be measured against those service levels in accordance with the Quotation. The parties may vary any service levels or KPIs by mutual agreement during the Term as required.

1.3 Performance of RPA Services

Where the Services required under this Agreement include the provision of RPA services:

- a) Natura Pacific Pty Ltd will, for the Term, hold a valid Remotely Piloted Aircraft Operator's Certificate and any other CASA approvals required to undertake the Services, including, where applicable, to undertake operations at night, in populous areas or beyond visual line of sight;
- b) each RPA pilot engaged by the Service Provider will hold a valid and current licence to operate the RPA and any other relevant qualifications in accordance with Applicable Laws; and
- c) Subject to clause 4.2, the Service Provider will use reasonable endeavours to make the RPA available for the Services. If the Service Provider is unable to provide an RPA for more than 48 hours the Service Provider will use reasonable endeavours to provide a Back-up RPA as soon as reasonably practicable but in no circumstance will the Service Provider be liable for loss or damage arising out of a delay in provision of the Services. Where the unavailability of the RPA is caused by or results from any action or omission of the Customer, any additional costs associated with acquiring and/or using the Back-up RPA will be borne by the Customer.

1.4 Compliance with Law

Notwithstanding any other provision of this Agreement, the Service Provider will not be required to do anything or provide the Services in such a manner or in any area (prohibited or otherwise) that would cause the Service Provider to be in breach of any Applicable Laws. The Service Provider has no liability for any delay or failure to perform the Services by reason of its compliance with or due regard to the requirements of Applicable Law.

1.5 Subcontracting

Service Provider may subcontract any or all of the Services to a suitably qualified contractor. Service Provider remains responsible for the performance of the Services despite any subcontracting.

2. TERM

- a) Subject to the terms of this Agreement, performance of the Services is scheduled to commence on the Commencement Date and conclude on the Expiry Date.
- b) If the Services started before the date of this Agreement, then the Term will be taken to have started from that earlier date and all dealings between the parties as from that earlier date relating to the provision of the Services will be taken to have been carried out on the terms of this Agreement.
- c) If the Services have not been completed by the Expiry Date, then the Service Provider may extend the Term by written notice to enable it to complete the Services.

3. OBLIGATIONS OF THE CUSTOMER

3.1 Compliance

The Customer must comply, and will ensure that its Personnel comply, with the terms and conditions of this Agreement, including any obligations of the Customer in the Statement of Work.

3.2 Operations

Where the Services required under this Agreement include the provision of RPA, the Customer acknowledges and agrees that:

- a) Service Provider has the final authority on all factors which in its opinion affect flight safety or regulatory compliance;
- b) Service Provider may order the RPA grounded, delay any aspect of the Services or otherwise vary any aspect of how the Services are to be provided for any reason set out in clause 4.2 or if the Service Provider considers, in its absolute discretion, that the RPA is not in a condition to fly, the weather is not suitable for flying, or for any other reason relating to safety, operational or regulatory compliance; and
- c) Customer will ensure that its Personnel will:
 - (i) not handle or operate any of the Service Provider's RPA;
 - (ii) follow the directions of the Service Provider in connection with operation of the RPA; and
 - (iii) not do anything that would cause the Service Provider to be in breach of any Applicable Laws.

3.3 Customer consents and approvals

- a) Customer warrants that it has obtained (or will obtain, prior to the provision of the relevant Services):
 - (i) the consent of any person who may be photographed, videoed, otherwise recorded by or within 30 metres of the RPA in the provision of the Services; and
 - (ii) all requisite approvals by relevant landowners required for the provision of the Services.
- b) Customer will provide copies of any written consents or approvals on request and indemnifies the Service Provider for all Losses and Claims arising out of any failure by the Customer to obtain the approvals required under this clause 3.3.

3.4 Site

If a site survey is required by the Service Provider or Applicable Laws, the Customer will at its cost undertake the site survey and provide to the Service Provider, prior to the commencement of the Services, a written report which clearly outlines all hazards and site restrictions in respect of the site.

3.5 Exclusivity

The Customer agrees to exclusively use the Service Provider to provide the Services.

3.6 Government Requirements and Charges

- a) The Price is not inclusive of fees or charges levied by a Government Entity in connection with the Services, and the Customer must pay all such fees and charges (including fees for seeking approvals and/or permits for the Service Provider to provide the Services) on or before they fall due. In the event that any such fees and charges are paid by the Service Provider, the Customer must reimburse the Service Provider immediately on demand and the Service Provider may charge an additional 10% administration fee.
- b) Government Entities may also require additional information to be provided during approval processes relating to the Services. The Customer will do all things, and provide such information as is necessary, in a timely manner necessary to assist the Service Provider to respond to such information requests.
- c) In the event the Service Provider is required to respond to information requests made by Government Entities under clause 3.6b), the Customer must pay additional fees in accordance with the Quotation for the time spent by the Service Provider's Personnel in completing such information requests (**Information Request Charges**).

3.7 Customer's Representative

Unless otherwise agreed by the parties, the Customer will ensure that the Customer's Representative is contactable by mobile phone twenty-four (24) hours per day during the period of performance of the Services to assist coordinating all urgent requirements for the Services to be provided.

4. EXCEPTIONS

4.1 Force Majeure

- a) Neither party will be liable for any delay or failure to perform its obligations (other than a payment obligation) under this Agreement if such delay is due to a Force Majeure Event. If a Force Majeure Event occurs, the affected party will promptly notify the other party.
- b) For as long as a Force Majeure Event exists and causes a delay or failure of a party to perform its obligations under this Agreement, the performance of that party's obligations (other than any payment obligations) will be suspended.
- c) If a delay or failure by a party to perform its obligations due to a Force Majeure Event exceeds 30 days, then either party may terminate this Agreement with immediate effect by providing notice in writing to the other party.
- d) Neither party will be liable to the other for termination of this Agreement under this clause except that the Customer must pay the Service Provider the Price for all Services rendered, and

any unavoidable costs incurred by the Service Provider in relation to this Agreement, up until the point of termination.

4.2 Failure to perform

Service Provider will not be liable for any failure to perform its obligations under this Agreement due to a Permitted Default. To the extent any such circumstances or events arise, the Service Provider:

- a) will promptly notify the Customer, providing an estimate of the impact of the circumstance or event;
- b) will not be in breach of this Agreement;
- c) may extend the Term or alter dates or times for performance; and
- d) will have no liability to the Customer in connection with the failure to perform.

5. PRICE AND PAYMENT

5.1 Price and payment terms

- a) In consideration of the performance of the Services, the Customer must pay the Service Provider the Price specified in the Quotation and any other disbursements, fees and charges as set out in this Agreement.
- b) Customer must pay the Price at the times specified in the Quotation.
- c) For the avoidance of doubt, the Price may be calculated on a fixed fee, time charge or any another basis, as specified in the Quotation.

5.2 Failure to pay

Without limiting any other right of the Service Provider, in the event the Customer fails to comply with any obligation to pay an amount under this Agreement, the Service Provider may immediately suspend performance of the Services until any amounts owing to the Service Provider under this Agreement are paid in full together with interest at the Default Rate.

5.3 Default Interest

Any and all amounts payable to the Service Provider by the Customer that are not paid when due will accrue interest at the Default Rate (**Default Interest**) compounding on a daily basis from and excluding the date on which payment is due, to and including the date on which payment of the outstanding amount is received in full by the Service Provider.

5.4 Disputed invoices

If the Customer disputes the validity or any part of an invoice:

- a) the Customer must give the Service Provider written notice of the dispute within (five) 5 Business Days of the date of the invoice. The notice must contain reasonable details of the dispute. If a notice is not received by the Service Provider within the notice period, the Customer will be deemed to have waived its right to dispute the invoice;
- b) the Customer must pay the total amount specified in the invoice to the Service Provider;
- c) either party may invoke the dispute resolution procedure in clause 11 in an attempt to resolve the dispute; and
- d) if the Service Provider agrees, or it is found during dispute resolution under clause 11, that the disputed amount is not payable, the Service Provider will promptly refund that amount to the Customer.

5.5 Set off

Service Provider may set off any amounts owing by it to the Customer against any amounts owing by the Customer to the Service Provider.

6. GST

6.1 Interpretation

Words used in this clause 6 which have a defined meaning in the GST Law have the same otherwise.

6.2 GST payable

- a) Unless expressly stated to be inclusive of GST, the consideration payable for any taxable supply made under this Agreement will be deemed to be exclusive of GST.
- b) Where GST is payable on a taxable supply, the recipient of the taxable supply must pay, in addition to the GST-exclusive consideration, an amount calculated by multiplying the prevailing GST rate by the consideration payable for the taxable supply (**Additional Amount**).
- c) The recipient must pay the Additional Amount at the same time and in the same manner as the consideration to which the Additional Amount relates is paid.
- d) Whenever an adjustment event occurs in relation to any taxable supply to which clause 6.2b) applies:
 - (i) the supplier must determine the amount of the GST component of the consideration payable; and
 - (ii) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

6.3 Tax invoice

The recipient is not required to pay the Additional Amount unless and until the supplier has issued a tax invoice to the recipient of the taxable supply to which the Additional Amount relates.

7. INSURANCE

7.1 Insurances to be held

- a) During the Term, the Customer must effect and maintain the following policies of insurance:
 - (i) public liability insurance (covering bodily injury, death and property damage) for an amount of not less than \$10 million per occurrence;
 - (ii) workers' compensation and employers' liability insurances covering all Losses, whether arising under statute, common law or civil law, in relation to the death of, or injury to, any employee or Personnel of the Customer; and
 - (iii) Such other insurances as the Service Provider determines reasonably necessary or as required by Applicable Law.
- b) During the Term, the Service Provider must effect and maintain the following policies of insurance:
 - (i) public liability insurance (covering bodily injury, death and property damage) for an amount of not less than \$20 million per occurrence;
 - (ii) workers' compensation and employers' liability insurances covering all Losses,

whether arising under statute, common law or civil law, in relation to the death of, or injury to, any of the Service Provider's Personnel;

- (iii) professional indemnity insurance in respect of the Services for an amount not less than \$10 million; and
- (iv) where RPA services are provided, aviation liability insurance covering:
 - A. death and bodily injury for an amount not less than \$10 million per occurrence; and
 - B. loss of or damage to property for an amount not less than \$10 million per occurrence.
- c) upon request a party shall provide a certificate of such insurance.

8. WARRANTIES

Each party represents and warrants to the other party that:

- a) it has full legal capacity, is validly existing, having the capacity to sue and be sued in its own name, having full power to execute, deliver and perform the provisions of this Agreement;
- b) the person executing this Agreement on behalf of that party has full power and authority to do so; and
- c) this Agreement constitutes the legal, valid and binding obligations of that party and is enforceable against that party in accordance with its terms.

To the extent permitted by law, all other express or implied warranties not expressly included in this Agreement are hereby excluded.

9. LIMITATION OF LIABILITY AND INDEMNITY

- a) To the fullest extent permitted by law, except as expressly stated in this Agreement and subject to sub-clause 9b), the Service Provider and its related bodies corporate, officers, directors, and employees have no liability for, and hereby exclude, all Claims and Losses that may be brought by Customer or any other party in connection with this Agreement or the Services, and the Customer hereby waives, releases and renounces all such Claims and Losses against the Service Provider its related bodies corporate, officers, directors, and employees.
- b) In the event liability at law or otherwise for a Claim or Loss is not fully excluded the Service Provider, its related bodies corporate, officers, directors, and employees':
 - (i) liability is strictly limited to the re-supply of the Service or an equivalent Service or, at the Service Provider's option, an amount equivalent to the cost of re-supply of the Service or an equivalent Service;
 - (ii) total liability for any Claims or Losses arising out of or in connection with this Agreement or the Services will not exceed the Price paid by the Customer; and
 - (iii) the Service Provider, its related bodies corporate, officers, directors, and employees are released, indemnified and held harmless by the Customer from and against any Claims or Losses arising out of or in connection with this Agreement to the extent that such Claims or Losses exceed the amount specified in clause 9b)(ii).

- c) Notwithstanding any other provision of this Agreement the Service Provider, its related bodies corporate, officers, directors, employees, contractors and agents' will not be liable to the Customer for any indirect or consequential loss or damage within the meaning of the common law or which results from a supervening event or which is by way of loss of revenue, loss of profits, loss of goodwill, loss of business reputation, future reputation or publicity, loss of data, loss of interest, damage to credit rating, loss or denial of opportunity or increased overhead costs or which is suffered by the Customer as a result of a claim upon it by a third party.
- d) This clause 9 will survive and continue in full force after the expiration or termination of this Agreement.

10. TERMINATION

10.1 Insolvency

A party may immediately terminate this Agreement by giving written notice to the other party if the other party becomes subject to an Insolvency Event.

10.2 Customer default

If the Customer breaches any provision of this Agreement, the Service Provider may give the Customer a written notice of default. The notice must:

- a) identify the alleged breach and specify whether it is a remediable or a non-remediable breach; and
- b) if the breach is remediable, specify that the Customer must remedy the breach within a period of not less than:
 - (i) 5 Business Days of the date of the notice if the breach relates to the non-payment of the Price; or
 - (ii) 10 Business Days of the date of the notice if the breach relates to any other matter.

10.3 Service Provider's rights

Without limiting any other right of Service Provider under this Agreement or at law, if the breach is not capable of remedy or the Customer fails to remedy the breach within the period set out in clause 10.2b), the Service Provider may immediately:

- a) suspend performance of the Services until it is satisfied (in its sole discretion) that the breach has been remedied;
- b) demand the total of all moneys then accrued as at the relevant date and the Customer must immediately pay such amounts; and/or
- c) terminate this Agreement by giving written notice to Customer.

10.4 Service Provider default

If the Service Provider breaches a material obligation under this Agreement, the Customer may give the Service Provider a written notice of default. The notice must:

- a) identify the alleged breach; and
- b) specify that the Service Provider must remedy the breach within a reasonable period (having regard to the breach) of not less than 20 Business Days after the date of the notice.

10.5 Customer's rights

If the Service Provider fails to remedy the breach within the period specified in the notice, the Customer

may immediately terminate this Agreement by giving written notice to the Service Provider.

10.6 Accrued rights

Nothing in this clause affects a party's accrued rights under this Agreement. Without limiting this clause, in the event of termination, the Customer must pay the Service Provider the Price for all Services rendered, and any unavoidable costs incurred by the Service Provider in relation to this Agreement, up until the point of termination.

11. DISPUTE RESOLUTION

11.1 Notice of dispute

Any dispute in connection with this Agreement must be notified in writing by either party to the other party. The notice must set out details of the dispute.

11.2 Representatives to confer

Within 14 days of the notice, the Service Provider's Representative and the Customer's Representative must meet to attempt to resolve the dispute.

11.3 Senior management to confer

If the dispute is not resolved in accordance with clause 11.2, the senior managers of the parties must meet to attempt to resolve the dispute within seven (7) days of the meeting between the Service Provider's Representative and the Customer's Representative.

11.4 Litigation and summary relief

- a) Subject to clause 11.4b), no proceedings may be commenced in respect of a dispute before the procedures in clauses 11.2 and 11.3 have been completed.
- b) Nothing in this Agreement will prejudice the right of a party to commence proceedings to enforce payment due under this Agreement or to seek injunctive or urgent declaratory relief in respect of any matter arising in connection with this Agreement.

11.5 Continuing Obligations

Notwithstanding the provisions of this clause, the parties must continue to comply with their obligations under this Agreement, except to the extent that the obligation relates to the subject matter of the dispute.

12. INTELLECTUAL PROPERTY

- a) The Customer agrees that all Intellectual Property Rights in the Works vest in the Service Provider until the Price and all other amounts payable by Customer under this Agreement have been paid in full by the Customer.
- b) Upon payment of such amounts in full:
 - (i) the Service Provider will transfer all Intellectual Property Rights in the Works to the Customer; and
 - (ii) the Customer grants the Service Provider a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence to use the Works for the purposes of performing this Agreement or any other work undertaken by the Service Provider.
- c) Nothing in this Agreement affects the ownership of pre-existing background Intellectual Property Rights or third party Intellectual Property Rights.

13. NOTICES

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- a) must be in writing and addressed to the Service Provider's or Customer's address for service as the case may be, each of which is set out in the Quotation or may otherwise be notified by a party to the other from time to time;
- b) must be signed by the party making it or (on that party's behalf) by the solicitor for or any attorney, director, secretary or authorised agent of that party;
- c) must be delivered by hand or posted by prepaid post to the address, or the addressee in accordance with clause 13.a) or by email to the email address of the relevant representative, each of which is identified in the Quotation, or as notified by a party to the other; and
- d) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the fifth day after the date of posting;
 - (ii) (in the case of delivery by hand) on delivery; and
 - (iii) (In the case of email), the earlier of (i) when the sender receives an automated message confirming delivery or (ii) 1 hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day, being a day that is not a Saturday, Sunday or public holiday, and is a day on which banks are open for business generally, in the place to which the communication is posted, sent or delivered.

14. GENERAL

14.1 Confidentiality

A party may only use Confidential Information of another party for the purposes of performing their obligations under this Agreement, and must keep the existence and the terms of this Agreement and any Confidential Information of the other party confidential except where:

- a) the information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information;
- b) disclosure is required by law or a regulatory body; or
- c) disclosure is made to a person who must know for the purposes of this Agreement on the basis that the person keeps the information confidential such as a solicitor or financier.

14.2 Relationship

The Service Provider is an independent contractor and in performing the Services it is not for any purpose a partner, joint venturer, agent or employee of the Customer. Neither the Service Provider nor any of its employees, agents or sub-contractors shall be deemed for any purpose to be employees or agents of the Customer, or of any related body corporate of the Customer.

14.3 Governing law and jurisdiction

This Agreement is governed by the laws of Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts

of Queensland, Australia and the courts competent to determine appeals from those courts, with respect to matters concerning this Agreement.

14.4 Amendments

This Agreement may only be varied by a document signed by each party.

14.5 Consents, approvals and waivers

- a) Except where this Agreement expressly provides otherwise, a party may in its discretion give or withhold any consent, approval or waiver on a conditional or unconditional basis.
- b) Failure to enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement, of a right provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right provided by law or under this Agreement.
- c) Without limiting the above, any delay by Service Provider in issuing any invoice under this Agreement will not prevent Service Provider from issuing the invoice at a later time or limit Customer's obligation to pay amounts under the relevant invoice.
- d) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- e) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

14.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement and the transactions contemplated by this Agreement.

14.7 Assignment

Except as expressly provided for in this Agreement, a party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14.8 Counterparts

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

14.9 No representation or reliance

Each party acknowledges that:

- a) neither party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement; and
- b) it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other party,

except for representations or inducements expressly set out in this Agreement.

14.10 Expenses

- a) Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, entering into and executing this Agreement.

- b) The Customer must reimburse the Service Provider on demand for, and indemnifies the Service Provider against all expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the Service Provider) incurred in connection with exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Agreement and recovering or collecting the Price.

14.11 Entire agreement

To the extent permitted by law, in relation to its subject matter this Agreement including the Statement of Work and Price Attachment:

- a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- b) supersedes any prior written or other agreement of the parties.

14.12 Severance and enforceability

Any provision, or the application of any provision, of this Agreement that 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 of this Agreement in that or any other jurisdiction.

14.13 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction under this Agreement and survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction under this Agreement.

14.14 Nature of indemnities

The indemnities in this Agreement are continuing obligations of the Customer, separate and independent from any other obligations and survive the termination of this Agreement.

14.15 Direct marketing

- a) The Customer consents to the Customer receiving direct marketing communications from the Service Provider to the Customer Representative's email address identified in the Quotation or any other address provided by Customer to Service Provider from time to time.
- b) At any time by notice in writing the Customer may request the Service Provider to discontinue such communications in which case the Service Provider must comply with such request within a reasonable period of time.

15. DEFINITIONS AND INTERPRETATION

15.1 Definitions

In this Agreement, the following definitions have the following meanings:

Applicable Laws means:

- a) Commonwealth, State and local government Acts, regulations and by-laws, rules and orders; and
- b) authorisations, licences, permits, consents and approvals issued by any Government Entity,

that apply to the provision of the RPA and the Services under this Agreement.

Back-up RPA means a remotely piloted aircraft of a similar type and capacity to the RPA, capable of performing the Services.

Business Day A day other than a Saturday, Sunday, public holiday or bank holiday in Queensland and any location in which Services are to be performed.

Claims includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action or claim for compensation.

Commencement Date means the period specified in the Quotation effective from the Date of Agreement.

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form and wherever located) relating to the business, clients, customers, products, affairs and finances of the Customer and Service Provider and trade secrets including, without limitation, technical data and know-how relating to the business of the Customer or Service Provider or any of their suppliers, clients, customers, agents, distributors, shareholders or management.

Cost means any reasonable cost, charge, expense, liability, loss, outgoing, payment or other expenditure of any nature.

Customer means the legal party signing acceptance of the Quotation

Customer's Representative means the person or persons noted in the Quotation, or otherwise notified in writing to the Service Provider from time to time to whom the Service Provider shall direct inquiries and who shall give the Service Provider instructions in all matters relating to the administration of this Agreement.

Date of Agreement means the date on which the Customer signs the acceptance of a quotation.

Default Rate means the rate of interest equal to the unsecured commercial overdraft rate per annum as fixed by Bank Australia on the date on which payment is due (or, if this rate is not available, such similar rate as may be selected by the Service Provider and notified to the Customer) plus 5% per annum.

Drone means RPA

Expenses and Disbursements means any agreed or other additional costs or expense incurred in performing the Services necessary in order to perform the Services.

Where an amount is paid by the Service Provider the Customer will pay the cost, or where the amount is paid by Service Provider, reimburse the cost of expenses incurred by Service Provider

A 10% administration fee is payable by Customer on all expenses and disbursements. Customer must pay all amounts under this clause within 7 days of demand by Service Provider.

Under no circumstances will the Service Provider be required to incur any external cost or expense that is necessary in order for the Service Provider to perform the Services in circumstances where the cost or expense of any single invoice is greater than \$1000. Such costs or expenses shall be incurred by the Customer and must be paid on or before they fall due.

Expiry Date means the date specified in the Quotation, if any.

Flight Hours means part of an hour elapsing from the moment at which the Service Provider begins assembling the RPA on site to be ready for flight until the RPA has been disassembled and packed ready for transport from the site, as determined by the Service Provider. For the purpose of all calculations under this Agreement measured in Flight Hours, such hours, including fractions of hours measured in minutes, shall be accumulated throughout each month or such other period specified in the Quotation.

Force Majeure Event means the occurrence of an event that is beyond the reasonable control of the party affected by the event, and includes a material change to Applicable Laws, an Act of God, strikes, lockouts and other industrial disturbances, war (declared or undeclared), sabotage, terrorism, blockade, revolution, riots, insurrections, civil disturbances, epidemics, cyclones, tidal waves, landslides, lightning, earthquakes, floods, storm, fire, explosions, embargoes, failure by third parties to provide goods and services and an inability to obtain or delay in obtaining Government Entity approvals, permits or authorisations (provided that the party affected is not in default of its obligations or the requirements in respect of such approvals, permits or authorisations).

Government Entity means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

GST means a goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

GST Law has the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hours means for the purpose of all calculations under this Agreement measured in Hours, such hours, including fractions of hours measured in

minutes, shall be accumulated throughout each day and charged per 30 minute interval or part thereof.

All Hourly Charges are to be calculated on a cumulative basis.

Hourly Charges means the charges (if any) specified as such in the Quotation.

Insolvency Event any of the following events in relation to a party:

- a) the party is unable to pay its debts as and when they fall due;
- b) the party informs the other in writing or informs creditors generally or passes a resolution to the effect that it is insolvent or is likely to become insolvent or the party is deemed to be insolvent under any legislation;
- c) the party enters, or attempts or proposes to enter a scheme of arrangement or any other form of court sanctioned corporate reconstruction (other than if the party can demonstrate to the satisfaction of the other party that it is to carry out a reconstruction or amalgamation while solvent);
- d) the party enters or attempts to enter or proposes to enter a compromise or other arrangement with creditors or any class of its creditors;
- e) the party has a liquidator, provisional liquidator, administrator insolvency officer or any other similar official appointed to it or has a receiver, receiver and manager or other controller or similar official appointed over its property or part of its property;
- f) the party takes any steps to obtain protection or is granted protection from creditors under any Law;
- g) any charge, mortgage or encumbrance is enforced or exercised against any asset of the party;
- h) the party has made an application made to the court appointing a person noted in (d), proposing or implementing a scheme noted in (b) or (c), or for its winding up, and such application is not withdrawn or dismissed within 10 Business Days;
- i) the party ceases to carry on its business or a material part of it, or threatens to do either of those things without the prior written consent of the other party (which consent may not be unreasonably withheld);
- j) the party has a winding up order made against it, is deregistered, dissolved or has any steps taken against it to enforce a judgment of a court or an arbitral award; or
- k) the party has something having substantially similar effect to any of the events specified above occur in any jurisdiction.

Intellectual Property Rights means all intellectual property rights including registered and unregistered rights in respect of copyright, patents, designs, circuit-layouts, trade marks, trade secrets, invention and discoveries.

Losses means any losses (including Taxes), Costs, charges, documented and properly incurred expenses, interest (including Default Interest), fees (including, without limitation, legal fees and goods

and services tax thereon), payments, demands, liabilities, claims, actions, proceedings, penalties, damages, adverse judgments, orders or other sanctions.

Payment terms means Customer must pay all amounts payable under the Agreement in accordance with the payment terms set out in the Quotation.

Permitted Default means a delay or failure of the Service Provider to perform the Services, and/or any unavailability or delay of an RPA, to the extent caused by:

- a) a Force Majeure Event;
- b) the effects of weather (including, without limitation, storms, rain, hail, fog, dust storms, wind, frost or ice);
- c) additional security requirements imposed by a Government Entity arising from a specific threat or the actions of security staff or police;
- d) actions, restrictions, mandatory instructions or requirements imposed by any Government Entity, the RPA manufacturer, any owner, lessee or manager of land on which Services are to be performed and any other person Service Provider reasonably believes has the authority to lawfully delay or prevent the Service Provider from performing the Services;
- e) damage or loss of the RPA, mechanical issues or breakdowns and scheduled or unscheduled maintenance requirements;
- f) unavailability or delay of an RPA as a consequence of a decision by the Service Provider (acting reasonably) that to make a scheduled flight, or to make it at the scheduled time, would pose a risk to the safety and preservation of persons;
- g) a direction or request by the Customer or any of its Personnel; or
- h) any default, wilful misconduct or negligence of the Customer or any of its Personnel.

Personnel means the Customer's employees, contractors, agents, representatives and invitees.

Price means the fees and charges specified in the Quotation, in each case payable by the Customer to the Service Provider for provision of the Services, as varied and adjusted subject to all inclusions, exclusions and variations set out in the Quotation.

Quotation means the submission prepared by the Service Provider. The Quotation will bear the title Quotation, Estimate, Tender or Proposal.

RPA means the remotely piloted aircraft(s) specified in the Quotation or other remotely piloted aircraft of equivalent capacity used by the Service Provider for the provision of Services under this Agreement.

Services means the services specified in the Quotation issued by the Service Provider to the Customer.

Services Fee means the services fee (if any) detailed in the Quotation.

Service Provider means Natura Pacific Pty Ltd (ACN 117 528 748) of Unit 2, 55 Dover Drive, Burleigh Queensland 4220.

Service Provider's Personnel means the persons employed or contracted by the Service Provider to carry out the Services from time to time.

Service Provider's Representative means the person or persons noted in the Quotation, or otherwise notified in writing to the Customer from time to time to whom the Customer shall direct inquiries and who shall provide the Customer with information on all matters relating to the administration of this Agreement.

Statement of Work means the statement of work set out in the Quotation or otherwise issued by the Service Provider to the Customer outlining the Services to be provided.

Taxes means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other impositions of whatever nature that are imposed, assessed or charged by a Government Entity, together with any incidental or related interest, penalties or fines.

Term starts on the Commencement Date and terminates on the Expiry Date unless terminated earlier in accordance with the terms of this Agreement or extended by written agreement of the parties.

Works means all materials produced by the Service Provider in connection with the performance of the Services under this Agreement and includes, without limitation, all proposals, documentation and images produced in any format by the Service Provider.

15.2 Interpretation

In this Agreement,

- a) headings are for convenience only and do not affect construction or interpretation.
- b) A word or phrase in the singular includes the plural, and the converse also applies.
- c) If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.
- d) Any representation, warranty, covenant or obligation given by two or more persons binds them jointly and severally.
- e) A reference to:
 - (i) a party, clause, schedule or attachment is a reference to a party, clause, schedule or attachment to or of the Quotation;
 - (ii) a party to this Agreement or another agreement includes that party's executors, administrators, successors, and permitted

- assigns and substitutes, including an additional trustee;
- (iii) writing includes any tangible or visible medium by which information in writing may be represented or reproduced;
 - (iv) a document or an agreement (including this Agreement) includes a reference to all schedules, attachments and annexures to it, and is to that document or agreement as varied, novated, supplemented or replaced, except to the extent that prohibited by this Agreement or that other document or agreement;
 - (v) legislation or to a provision of legislation includes any consolidation, amendment, re-enactment, substitution or replacement of or for it, and refers also to any regulation or statutory instrument issued or delegated legislation made under it; and
 - (vi) a person includes an individual, the estate of an individual, a corporation, an authority, an unincorporated body, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust.
- f) The words “includes”, “for example” and “such as”, and other similar words are not to be construed as words of limitation.
 - g) A reference to a day is to a period of time commencing at midnight and ending 24 hours later.
 - h) If a period of time commences on or from a given day or the day of an act or event, the period is to be calculated exclusive of that day.
 - i) A reference to “\$” or “dollar” is to Australian currency.
 - j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement.
 - k) If a day on or by which an obligation must be performed is not a Business Day, the obligations must be performed or event must occur on or by the next Business Day.