



TOA GENERAL TERMS AND CONDITIONS FOR CUSTOMER CONTRACTS 2023

1. DEFINITIONS

“**Affiliate(s)**” means any company or legal entity that controls a Party, or is controlled by a Party, or which is controlled by an entity that controls a Party;

“**Agreement**” and any derivation thereof (within context), means these GTCs together with (i) any SOW or, in the absence of an SOW, (ii) any terms agreed between the Parties as may be ascertainable from evidence, as amended from time to time;

“**Blocked Person**” means any sanctioned individual or entity by a Governmental Authority which are generally prohibited from dealing with them, including those mentioned in the US Department of Treasury SDN List.

“**Client**” means any contractual counterparty who has concluded a SOW with TOA;

“**Confidential Information**” is confidential, non-public or proprietary information which is delivered under, accessed or disclosed in connection with this Agreement regardless of the format or manner in which it is transmitted, whether or not marked as confidential, and which may include, without limitation, information relating to or belonging to a client of either Party, technical information, information relative to current or proposed business, operations, sales and marketing plans, costs and pricing information, the terms of this Agreement, employee information and identities, financial and tax information, the object and source codes for the software or proprietary business information, Intellectual Property, and any current or proposed operational information. All data and information provided by either Party to the other, which is maintained or processed by such Party shall be considered as Confidential Information.

“**Effective Date**” means the date that the Agreement was entered into between TOA and the Client;

“**Fees**” means collectively any or all of the Kick-Start Services Fees, the Managed Services Fees, Training Fees, Team Member Fees and External Charges (as defined and agreed in the SOW);

“**General Terms and Conditions**” (“**GTCs**”) means these General Terms and Conditions of services;

“**Governmental Authority**” means:

- a. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- b. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

“**Intellectual Property**” includes but is not limited to the name, common law and registered trademarks, patents, copyrighted material, logos, designs, documentation, insignias, registered and unregistered business names, emblems, know-how, procedures, business processes, manuals, training and other methods and programs, marketing information, client lists and other confidential information, computer software, algorithms, source code, and all other material, however embodied, of a Party;

“**Intellectual Property Rights**” means any copyright, extended or revived copyright, design right, registered design right, patent, intellectual property right, trademark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trademark, registered design or similar registrable rights in any part of the world of a Party;

“**Law**” means all federal, state, and local laws applicable at TOA's place(s) of business, as such laws may be amended from time to time during the term of the Agreement;

“**Party**” means individually TOA or Client, and “**Parties**” means TOA and Client collectively;

“**Personal Information**” has the same meaning as that given to it under any federal or state privacy laws or local corollary thereof applicable to any of the Parties and the Philippines Data Privacy Act of 2012;

“**Philippines Employment Guidelines**” means the references (as may be amended from time to time by the government of the Philippines) specifying the Philippines' labour standards, rules and regulations including workers' rights and responsibilities;

“**Right**” includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action;

“**Services**” means the Services described and provided in the SOW;

“**Service Providers**” means companies that TOA has engaged to carry out some or part of the Services;

“**SOW**” means the signed statement of work by both Parties, confirming the agreement reached between the Parties in respect of any Agreement (inclusive of any schedules and appendices) as amended from time to time;

“**Team Member**” means the employees of TOA who will be directly assigned to the Client, based in the Philippines and further particularized in the SOW. The singular includes the plural and vice versa and words importing gender include other genders; and

“**TOA**” means any TOA Global Group company that incorporates these GTCs into an Agreement.

2. SCOPE OF APPLICATION

- 2.1. Unless otherwise expressly agreed, these GTCs apply exclusively to, and are incorporated by reference into, all SOWs for the contracting of services by TOA whether such SOWs are concluded orally, in writing, or otherwise. Any contradictory and/or supplementary general conditions shall not apply and are expressly excluded, even in the event that (i) TOA does not expressly object to such conditions, or (ii) if TOA fulfils its obligations unconditionally, in awareness of the contrary or variant general conditions.
- 2.2. These GTCs are intended to be supplemented by a SOW. In the event of conflict, ambiguity, or inconsistency between the provisions of the GTCs and the SOW, the provisions of the SOW shall prevail.
- 2.3. TOA may update these GTCs by giving you thirty (30) days prior written notice. TOA will consider that the Client has accepted the proposed changes if the Client does not object by giving TOA written notice during the notice period. TOA may also make some changes to the GTCs immediately, without prior notice, if they are required by applicable Law.

3. WARRANTY, REPRESENTATIONS AND COVENANTS

- 3.1. TOA hereby represents and warrants that the Services will be performed, as described in this Agreement and in compliance with the Philippines Employment Guidelines.
- 3.2. Each Party hereby represents and warrants that each Party has obtained all permits, licenses, approvals and consents required under applicable Laws and regulations to lawfully conduct its business and the Services as contemplated under this Agreement.
- 3.3. Each Party represents and warrants that it has not violated and will not violate any Law or applicable Laws, rules or regulations regarding the offering of unlawful inducements in connection with the negotiation and execution of the Agreement and the performance of Services. Each Party and its governing body and management shall not act in such a way that is or could be construed as a violation of applicable Laws and requirements, including but not limited to offering or giving a gift or anything of value to a public official in connection with the negotiation and execution of the Agreement.
- 3.4. Each Party represents and warrants that no claim, litigation, proceeding, arbitration, investigation or controversy exists, has been threatened or is likely, which would have a material adverse effect on its ability to enter into this Agreement or in TOA's case, its ability to provide the Services. Each Party has all requisite power and authority to enter into this Agreement and fulfil its obligations under this Agreement. Each Party's execution, delivery and performance of this Agreement does not violate any judgment, order or decree and would not constitute a material default under any of its existing contracts.

3.5. TOA represents and warrants that it will pay all compensation and remuneration to the Team Member(s) and any other personnel that may perform the Services hereunder, including, without limitation, salary, wages, bonus, incentives, contractual payments, vacation pay, statutory holiday pay, employee benefit plans, and severance required by any applicable law or agreement between TOA and Team Member. TOA further represents and warrants to make all appropriate tax and other statutory or insurance contributions, withholdings and/or deductions from Team Member's or other personnel's compensation and remuneration.

3.6. Each Party hereby represents and warrants that no Government Official has any ownership interest, direct or indirect, in the Party, its Affiliates or in the contractual relationship established by this Agreement. If during the Term a Party becomes aware of an acquisition of an interest of any sort or nature, direct or indirect, in a Party or its Affiliates or in this Agreement by a Government Official, the relevant Party covenants and agrees to make prompt, complete and accurate written disclosure to Client thereof.

3.7. Each Party represents and warrants that, to its knowledge, it and its Affiliates: (a) are not now a Blocked Person; (b) are not now acting directly or indirectly for any Blocked Person; (c) have never been previously indicted for or convicted of any felony involving any applicable Laws relating to the financing of terrorism or the laundering of money; and (d) are not currently under investigation by any applicable Governmental Authority for alleged criminal activity. Should any element of the foregoing certification become untrue during the Term, then such Party will give prompt written notice to the other Party and such Party will have up to 90 days to unilaterally terminate this Agreement and any SOW hereunder with immediate effect, without fault or liability.

3.8. Each Party hereby represents and warrants that it complies with all applicable Laws with respect to discrimination and workplace safety, and promotes an environment that actively discourages discrimination based on an individual's race, colour, sex, sexual orientation, gender identity, national origin, religion, veteran status, disability or any other enumerated ground for discrimination under applicable Laws.

4. LIMITED LIABILITY

4.1. Each Party will not be liable for default or failure or delay in performance of its obligations pursuant to this Agreement (including without limitation any non-completion or interruption of the Services whether or not due to interruptions in internet activity) resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, volcanic eruptions, typhoons, natural catastrophe, the elements, strikes, labour disputes, industrial action, blockade, lockouts, shortage of suitable parts, components, materials including ink, chemicals and paper, labour or transportation, import or export embargo, Internet failures or events resulting in denial of Internet access or services (including distributed denial of service attacks), pandemic or epidemic or any other cause beyond the reasonable control of the other Party (each a "Force Majeure Event"). Each Party will perform commercially reasonable efforts to comply with their obligations or recommence the Services as soon as reasonably possible after such events, provided that in the event TOA cannot restore operations, TOA will use commercially reasonable efforts to provide alternate work arrangements within thirty (30) days which may include, but is not limited to, working from home arrangements, relocation to an alternate site or any other arrangement that is deemed suitable in TOA's sole discretion. In the event the Client requests an arrangement that is deemed more costly for TOA, such additional expense will be borne by the Client. The Client will not be entitled to any credit or refund of any Fees paid where a Force Majeure Event arises.

4.2. Neither Party shall be liable to the other Party for any special, direct or indirect, incidental and/or consequential damages or loss including but not limited to economic loss, loss of profits, loss of use of products, or loss of data or information of any kind, or unavailability for any reason, arising out of or related to this Agreement or the transactions contemplated herein, whether based on contract, tort or any other legal theory, even if it is apprised of the likelihood of such damages occurring, except for Damages (as defined in section 9.2 below).

4.3. To the maximum extent permitted by Law, in no event will either Party, its service providers and/or its Affiliates' aggregate liability exceed the amount of fees actually paid by the Client to TOA under this Agreement in the preceding twelve (12) months. Further, TOA does not authorize and is not bound by any third-party warranty obligations that may be created or implied by the Client. This limitation of liability shall not apply to any gross negligence or willful misconduct on the part of either Party, its service providers and/or Affiliates.

4.4. The limitation of liability set forth in this Section 4 shall not apply (i) to a breach of Section 9, (ii) to a Party's breach of its obligations with respect to confidentiality or privacy under this agreement, and (iii) to a Party's gross negligence or fraud.

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5. INDEMNITY

- 5.1. Each Party agrees to indemnify, defend and hold harmless the other Party against all actions, proceedings, costs, claims, demands, losses and expenses brought against or suffered by the other Party (including claims made by third parties) which arise from the fraudulent deliberate or negligent acts or omissions of that Party, its employees, agents, contractors or assigns in the course of its business, with the exception that TOA will not indemnify the Client for acts, Work Product, or deliverables of Team Members assigned exclusively to the Client, and whose work is directed exclusively by Client under this Agreement.
- 5.2. The indemnity obligations referred to in this Section 5 shall continue to have full force and effect even after the cancellation of this Agreement for a period of twelve (12) months.

6. USAGE

Without limiting any of the other terms of this Agreement:

- 6.1. The Client will follow all reasonable instructions TOA gives from time to time with regard to TOA performing the Services. The Client will permit TOA at all reasonable times to monitor and check that the Services are being used in accordance with the terms of this Agreement.
- 6.2. The Client will be fully responsible for any act or omission of any of its own employees or agents.
- 6.3. TOA will not provide any Services to the extent it is prohibited from doing so by Law. TOA agrees to, as promptly as practicable after becoming aware of such prohibition, discuss with Client reasonable alternative services or solutions, make a proposal based on such discussion and, upon Client's confirmation, implement the selected solution. Unless otherwise agreed by the Parties, to the extent the selected solution materially impacts TOA's cost or burden to provide the Service, Client shall pay any such cost or burden.
- 6.4. TOA and its service providers reserve the right to suspend or terminate the Client's access to the Services:
- if any Fee is not paid when due; or
 - a Force Majeure Event occurs that affects TOA's ability to provide the Services in accordance with Section 4.1.

7. CONFIDENTIALITY

- 7.1. No Confidential Information of a Party may be disclosed by the other Party to any person or entity except:
- to employees, Affiliates, agents or contractors of that Party requiring the information for the purposes of this Agreement who:
 - are aware of the confidentiality obligations imposed in this Section 7; and
 - have entered into written confidentiality agreements with that Party, which require them to comply with confidentiality obligations no less restrictive than those set forth in this Section 7;
 - to the extent the Party is required to do so by Law, provided that they inform the other Party of the requirement with sufficient notice to permit that Party to seek injunctive relief, unless such notification is otherwise prohibited by Law; or
 - to the extent a Party is required to do so in connection with legal proceedings relating to this Agreement.

This shall not apply to Excluded Information, being information, which has come into the public domain through no fault of the Party in question or which has been required to be disclosed by Law.

- 7.2. Each of the Parties has no right, title, license or interest in or to the Confidential Information, and the Receiving Party must not use Confidential Information except for the purpose of exercising its rights or performing its obligations under this Agreement.
- 7.3. In the event of the actual or suspected unauthorized disclosure, access, use or loss of either Party's Confidential Information (a "Security Incident") the offending Party shall: (i) immediately, and in any event within forty-eight (48) hours (or sooner as required by Law or regulation) after discovery, notify the other Party in writing of such Security Incident, with sufficient detail; (ii) promptly investigate such Security Incident and provide a written report of such investigation (including the causes of the Security Incident) to the other Party; and (iii) reasonably cooperate with other Party with respect to any investigation regarding such breach or potential breach; (iv) take any action that is necessary to prevent or remedy such Security Incident.
- 7.4. Neither Party may make any press/media (or other) announcements or releases relating to this Agreement and the transactions that are the subject of this Agreement without the other Party's prior written approval as to the form and manner of the announcement or release.
- 7.5. Except as otherwise agreed or duly required by Law or any regulatory authority, no Party will disclose the terms of this Agreement to any person or entity other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.

- 7.6. At the request of either Party, within sixty (60) after the end of this Agreement (or any extension thereof), the other Party shall permanently destroy, delete or return any Confidential Information in its possession or control, instruct any of its personnel to destroy, delete or return any Confidential Information in their possession or control. The other Party shall provide the requesting party with written certification from an officer certifying compliance with this section.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Both parties acknowledge that either Party's business, and Affiliates have the exclusive Right to use and commercialize all existing and future Intellectual Property Rights in all Intellectual Property, Confidential Information and business processes and other materials previously owned, created by, and/or arising out of the performance of the Services under this Agreement. Any improvements to the Intellectual Property of a Party belong to that Party that owned the Intellectual Property prior to the performance of the Services. TOA claims no rights to the ownership or usage of the accounting services that the Client uses to service itself or its clients. Client claims no right to the ownership or usage of the processes, methods, software, hiring and job banding methods, training methods, Business Process Outsourcing (BPO) or any other Intellectual Property Rights that TOA is using to serve the Client pursuant to this or any other Agreement.
- 8.2. Each Party irrevocably waives all moral rights arising under the copyright legislation in any applicable jurisdiction, or at common law, that it has or may have with respect to the Intellectual Property of the other Party, including any rights that a Party may possess to have its name associated with, or dissociated from, the Intellectual Property, any rights it may have to prevent the alteration, translation or destruction of the Intellectual Property, and any rights it may have to control the use of the Intellectual Property in association with any product, service, cause or institution. Each Party agrees that this waiver may be invoked by the other Party or by any of the other Party's Affiliates or authorized representatives, in respect of any or all of the Intellectual Property and that the other Party may assign the benefit of this waiver to any Person.
- 8.3. Each of the Parties will do all further things that may be reasonably necessary or desirable in order to give full effect to the provisions of this Section. If either Party's cooperation is required in order for the other Party to obtain or enforce legal protection of the Intellectual Property following the expiration or termination of this Agreement, the Party will do so at the reasonable cost of the other Party.

9. RESTRAINT

- 9.1. In order to protect TOA's interests in relation to the Intellectual Property and goodwill of the Services, the Client agrees that subject to the further terms herein during the Term and for 12 months after the cancellation of this Agreement, the Client will not do any of the following without the prior written consent of TOA:
- engage directly, solicit or entice away any staff from TOA or a TOA Affiliate (including Team Members), or contractors as were introduced to the Client by TOA, for personal gain or for the benefit of the Client or the Client's Affiliates or any competitor of TOA; or
 - interfere or attempt to interfere in any way with the contractual relationship between TOA and any person who is employed by TOA or any TOA Affiliate, including any Team Member.
- 9.2. In the event of a breach of 9.1 regarding a Team Member, TOA may elect (in TOA's absolute discretion) to recover from the Client:
- liquidated damages in the amount of twelve (12) months Fees payable in respect of the relevant Team Member; or
 - the actual cash amount of TOA's loss arising from Client's breach of the Agreement;

(collectively, the "Damages"), and the Client hereby acknowledges that this is a reasonable and fair estimate of the actual loss that TOA will have endured as a result of a breach of Section 9.1, in addition to any other remedies available at law.

- 9.3. The Client acknowledges that TOA has invested substantial resources into hiring, upskilling, and delivering quality accounting personnel to its clients, including identifying, training and retaining its Team Members across an international client base, such that in the event of a breach of Section 9.1, TOA could not be compensated adequately by monetary damages, and that TOA may enforce this Section 9 by injunction or specific performance upon application to a court or tribunal of competent jurisdiction without proof of actual damage, and despite that Damages may be readily quantifiable, and the Client will not plead, and will not permit any of its representatives to plead, sufficiency of Damages as a defence in the proceeding for injunctive relief. The Client acknowledges that the Damages which may become payable pursuant to Section 9.2 are a genuine pre-estimate of loss, and that TOA's actual loss may be higher or the payment of such Damages may not be an adequate remedy. The remedies provided in this Section 9 are in addition to, and not a substitute for, any other remedies for breach to which TOA may be entitled.
- 9.4. Each restraint contained in this Agreement (resulting from any combination of the wording in this clause 9) constitutes a separate and independent provision, severable from the other restraints. If a court of competent jurisdiction finally determines any such restraint to be unenforceable in whole or in part, the enforceability of the remainder of that restraint and any other restraint will not be affected.
- 9.5. The Client will provide to TOA within seven (7) days of written demand any other information reasonably required by TOA to satisfy itself (in its absolute discretion) as to the circumstances of any actual or apprehended breach of this Section 9, including a sworn statement that the Client has not violated this Section 9.

10. BUILD OPERATE TRANSFER (BOT) OPTION

- 10.1. A Client with over ten (10) Team Members may exercise this option provided TOA provides written agreement/acceptance to allow the BOT option and the following conditions are satisfied:
- The Client provides notice to TOA of its intention to exercise the BOT Provision at least 12 months prior to termination of this Agreement ("BOT Notice"). The BOT Notice must specify:
 - The date upon which the Client intends to terminate this Agreement;
 - The conditions upon which the Team Members have been offered employment with the Client; and
 - The details of the legal entity that will be employing the Team Members, which must be an Affiliate of the Client.
 - All Team Members assigned to the Client at the date the BOT Notice is issued to TOA:
 - Have agreed to resign from employment with TOA and have accepted an offer of employment to work directly for the Client;
 - The employer of the Team Members is a legal entity operating in the Philippines which is wholly owned by the Client and registered with the Philippines Securities and Exchange Commission.
 - The Client has at all times complied strictly with the terms of the Agreement and is not in breach of any provision (whether essential or non-essential) of the Agreement at the date the BOT Notice is given; and
 - The Client has paid TOA the greater of the following options as a BOT Fee:
 - The sum equal to the Managed Services Fees (as defined in the SOW) for each month that the Team Member has provided the Team Member Services (as defined in the SOW) to the Client under the Agreement; or
 - Six (6) months' Team Member Fees (as defined in the SOW) and Managed Services Fees (as defined in the SOW) payable with respect to the relevant Team Member.

11. CONTRACTING TOA ENTITY, NOTICES, LAW, JURISDICTION AND ARBITRATION

- 11.1. The applicable TOA entity with which the Client is contracting under the Agreement, to whom the Company should direct notices under the Agreement, the governing law applicable to the Agreement, the arbitration clause applicable to the Agreement, and jurisdiction, shall be determined based on where the Client is domiciled in accordance with the following references.

a. IF THE CLIENT IS DOMICILED IN AUSTRALIA, NEW ZEALAND, OR ANY OTHER COUNTRY NOT MENTIONED BELOW

- The Client is contracting with:** TOA Global Pty Ltd, a company registered under the laws of Australia, having its principal place of business at Level 12, Australia Fair, 36 Marine Parade, Southport, QLD, 4215. notifications@toaaglobal.com.
- The governing law is:** The Laws in force in the State of Queensland, exclusive of conflict or choice of law rules.
- Arbitration:** Any dispute or difference whatsoever arising out of or in connection with the Agreement or the performance or non-performance of the obligations of the parties under it shall be finally settled by arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules by a single arbitrator appointed in accordance with the said Rules. The Seat of arbitration shall be Brisbane and the language of the arbitration shall be English.

In any arbitration arising out of or related to the Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

- The courts having jurisdiction are:** The courts in the State of Queensland.

b. IF THE CLIENT IS DOMICILED IN THE UNITED STATES OF AMERICA

- The Client is contracting with:** TOA GLOBAL INC., a Delaware corporation, having its principal place of business at 3100 West 7th St, Suite 350, Fort Worth TX 76107. notifications@toaoglobal.com.

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ii. **The governing law is:** The Laws in force in the State of Texas, exclusive of conflict or choice of law rules.

iii. **Arbitration:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Fort Worth, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

iv. **The courts having jurisdiction are:** The courts in the State of Texas.

c. IF THE CLIENT IS DOMICILED IN CANADA

i. **The Client is contracting with:** TOA Global Offshore Accounting Incorporated ("TOA"), a company registered under the laws of British Columbia having its principal place of business at 111 Peter Street, Toronto, ON M5V 2H1. notifications@toaglobal.com.

ii. **The governing law is:** The Laws in force in the Province of Ontario, exclusive of conflict or choice of law rules.

iii. **Arbitration:** If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this agreement, the Parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The parties agree that the Canadian Arbitration Association Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto and shall proceed in accordance with the provisions of the Arbitration Act Ontario. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

iv. **The courts having jurisdiction are:** The courts in Toronto, Ontario.

12. PRIVACY

12.1. Each Party will meet its obligations under any applicable Law for the protection of personal information such as any federal or state privacy laws, or local corollary thereof in respect of any Personal Information that is provided to or accessed by the Party in connection with the Party's performance of the Agreement.

12.2. Each Party must, without limiting any of that Party's obligations under applicable Laws: except as required by law, only process, use or disclose Personal Information obtained from the other Party in the course of this Agreement as required for the purpose of fulfilling its specific functions, activities and obligations under this Agreement; take reasonable steps to protect the Personal Information obtained from the other Party in connection with this Agreement from misuse and loss and from unauthorized access, modification or disclosure; and comply with all reasonable direction of the other Party in relation to Personal Information obtained from that other Party.

12.3. Each Party must immediately notify the other Party if in relation to Personal Information obtained from that other Party it knows of or suspects unauthorized use or disclosure of such Personal Information, or it becomes aware of any complaint in respect of such Personal Information.

12.4. Each Party will provide all reasonable assistance to the other Party in relation to any complaint received by a Party, or any investigation or enquiry by applicable Governmental Authority, relating to treatment of Personal Information under the Agreement.

13. BRIBERY AND ANTI-CORRUPTION

13.1. The Parties agree and undertake to each other that in connection with the Agreement, they will comply with all applicable regulations relating to anti-bribery and anti-money laundering.

13.2. The Parties represents warrants and undertakes to each other that they shall not, directly or indirectly, pay, offer, give, receive or promise to pay or authorize the payment or reception of, any monies or other things of value to/from (as applicable); (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization; (iv) any political party or official thereof, or any candidate for political office; (v) or any other person, individual or entity at the suggestion, request or direction or for the benefit of

any of the above-described persons and entities, or (vi) engage in other acts or transactions, in each case if this is in violation of or inconsistent with any applicable anti-bribery or anti-money laundering Regulations of any government, or the applicable country Regulations implementing any OECD Convention on intended to combat bribery of foreign public officials in international business transactions.

14. MODERN SLAVERY AND CHILD FORCED LABOUR

14.1. TOA must take reasonable steps to identify, assess and address risks of Modern Slavery (as defined in s in the *Modern Slavery Act 2018 (Cth)*) practices in the operations and supply chains used in the provision of the Services. If at any time TOA becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Agreement, TOA must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains

14.2. In performing their obligations under the Agreement, the Parties shall act consistently with the fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labor Organization, and in particular with rules relating to the prohibition of forced labour, child labour and human trafficking. In any event, where national legislation is less protective, internationally recognized human rights instruments shall prevail. The Counterparty represents that they and their relevant suppliers; (i) make no use of child labour (as defined by the International Labour Organisation (ILO) Minimum Age Convention, 1973(No.138 http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0:NO::P12100_INSTRUMENT_ID:312283) as amended; and (ii) make no use of forced labour (as defined by the International Labour Organisation (ILO) Abolition of Forced Labour Convention, 1957(No.105 http://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0:NO::P12100_ILO_CODE:C105).

15. TERMINATION AND SURVIVAL

15.1. The Agreement shall commence on the Effective Date stated in the SOW. Either Party may terminate the Agreement or any SOW: (i) for any reason by mutual agreement (ii) at any time by giving the other Party ninety (90) days prior written notice thereof; (iii) immediately in the event that either party becomes insolvent; (iv) immediately if the other party commits a breach of this Agreement and the breach is material and not capable of being remedied, which includes breaches to Section 9; and (v) immediately upon the other party's failure to cure a breach of this Agreement or any Statement of Work within seven (7) days of receipt of written notice describing the nature of the alleged breach when the breach is capable of being remedied.

15.2. A termination of this Agreement shall automatically terminate all outstanding SOWs.

15.3. Any Rights of either party which have already accrued, and the obligations of the Parties as provided under Sections 5, 8, 9, 10 and 14 shall survive the termination or expiration of this Agreement.

16. MISCELLANEOUS

16.1. The failure of a Party at any time to require the performance of any obligation under this Agreement is not a waiver of that Party's Right:

- a. to claim damages for breach of that obligation; and
- b. at any other time to require performance of that or any other obligation under this Agreement unless written notice to that effect is given.

16.2. Waiver of any provision of or Right under this Agreement must be in writing and signed by the Party entitled to the benefit of that provision or Right; and is effective only to the extent set out in that written waiver.

16.3. Each Party must bear and is responsible for their own costs in connection with the negotiation, preparation, and execution of this Agreement.

16.4. This Agreement does not create a relationship of employment, agency, trust or partnership between the Parties.

16.5. Each Party may not assign this Agreement without the other's written consent, with the exception that TOA may assign any part of this Agreement, without notice to the Client, to an Affiliate.

16.6. Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision, in whole or in part, will not affect:

- a. the legality, validity or enforceability of the remaining provisions of this Agreement, in whole or in part; or
- b. the legality, validity or enforceability of that provision, in whole or in part, in any other jurisdiction.

16.7. These GTCs and the corresponding SOW(s) constitute the entire understanding and agreement of the Parties in relation to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties in relation to the subject matter. Each of the Parties hereby declares there is no other understanding, agreement, warranty, undertaking or representation whether express or implied which in any way extends or defines limits or otherwise relates to the express provisions contained in this Agreement.