

Sales terms

1. C6 ESG

- 1.1 C6 ESG Pty Ltd, ACN 674 998 817 (C6).
1.2 To contact C6 email admin@c6esg.com

2. C6's contract with You

- 2.1 These terms and conditions (Terms) apply to a Proposal issued by C6 and supply of Services by C6 to You (Contract). Some clauses in these Terms also apply to pitches and proposals, those clauses are expressly identified.
- 2.2 The Contract is the entire agreement between You and C6 in relation to its subject matter. You acknowledge that You have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

3. Proposal

- 3.1 C6 may issue You with a Proposal. Each Proposal is an offer by C6 to supply the services, deliverables and digital assets specified in the Proposal (Services) subject to these Terms.
- 3.2 You may agree to a Proposal by signing the Proposal and returning the signed document or notifying C6 verbally or by email.
- 3.3 Please check the Proposal carefully before accepting it. When You agree to a Proposal You agree to the whole Proposal. You must advise C6 prior to acceptance if You want C6 to amend the Proposal.
- 3.4 A Contract between You and C6 will come into existence when You accept a Proposal. The Contract will relate only to those Services contained in the Proposal.
- 3.5 If C6 is unable to supply You with the Services for any reason, C6 will inform You of this as soon as reasonable in the circumstances.

4. C6 Services

- 4.1 C6 will supply the Services to You in accordance with the specification for the Services appearing in the Proposal.
- 4.2 C6 warrants to You that the Services will be provided using reasonable care and skill.
- 4.3 C6 will use all reasonable endeavours to meet any performance dates specified by C6, but any such dates are estimates only and failure to perform the Services by such dates will not give You the right to terminate the Contract.

5. Deliverables

- 5.1 C6 will supply the Deliverables to You as specified in the Proposal. Any requests for supply of Deliverables in formats not specified in the Proposal may incur additional costs.
- 5.2 C6 warrants to You that the Deliverables will conform in all material respects with the specifications in the Proposal.
- 5.3 Deliverables means all material delivered by C6 to You in relation to performance of the Services but excludes the Digital Assets. Digital Assets
- 5.4 C6 will use reasonable care and skill in supplying Digital Assets.

- 5.5 C6 warrants that use of a Digital Asset will be free of errors, viruses and material deficiencies for 30 days from the date of supply.

- 5.6 C6 will remedy any failure to meet the warranty in clause 6.2 advised to C6 within 30 days of supply of a Digital Asset. However, C6 will not be responsible to remedy any failure to meet the warranty in clause 6.2 which is caused by Your act or omission or an act or omission of one of Your subcontractors or agents for whom C6 has no responsibility.

- 5.7 Digital Assets means:

- (a) digital files;
(b) websites;
(c) applications.

6. Retainers

- 6.1 You may engage C6 on a retainer. If C6 is engaged on a retainer C6 will:
- (a) track Your requests and C6's time;
(b) provide usage reports as agreed;
(c) work the hours as agreed:
(i) if C6 works less than the agreed hours these will be carried over into the next month and will expire at the end of that month; or
(ii) if C6 works more than the agreed hours, the parties will discuss whether a Change is required in accordance with clause 9.
(d) respond to requests within agreed response time or if none are agreed within a reasonable time frame having regard to the nature of the request.

7. Third party provider

- 7.1 C6 may, in its discretion, use third party suppliers to provide all or part of the Services.
- 7.2 Any third party software products (Third Party Products) are supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such Third Party Products is included in the Charges payable under clause 11.

8. Changes to Services

- 8.1 The parties will discuss any requested change to the Services (Change).
- 8.2 Where You request a Change C6 will issue a new Proposal for Your consideration and acceptance in accordance with clause 3.
- 8.3 C6 may, acting reasonably, determine a Change is required for any reason, including, Your requested changes, Your delay, unforeseeable issues, scope creep, ongoing design change, third party supplier delays or increased costs and additional reporting requests. If C6 determines a Change is required, C6 will discuss this with You and may put the delivery of Services on hold until a new Proposal is accepted or the matter is otherwise resolved.
- 8.4 This Contract will be amended from the date of acceptance of the new Proposal issued under clauses 3.2 or 3.3.

9. Your obligations

- 9.1 It is Your responsibility to ensure that:
- (a) the requirements You have shared with C6 are complete

and accurate;

- (b) You cooperate with C6 in all matters relating to the Services;
- (c) You provide C6 with such information and materials C6 may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) You obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) You comply with all applicable laws, including health and safety laws, and privacy laws; and
- (f) You keep all of C6's materials, equipment, documents and other property (C6 Materials) at Your premises in safe custody at Your own risk, maintain C6 Materials in good condition until returned to C6, and not dispose of or use C6 Materials other than in accordance with written instructions or authorisation.

92 If C6's ability to perform the Services is prevented or delayed by any failure by You to fulfil any obligation listed in clause 10.1 (Your Default):

- (a) C6 will be entitled to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve C6 from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle C6 to terminate the Contract under clause 17 (Termination);
- (b) C6 will not be responsible for any costs or losses You sustain or incur arising directly or indirectly from its failure or delay to perform the Services; and
- (c) it will be Your responsibility to reimburse C6 on written demand for any costs or losses C6 sustain or incur arising directly or indirectly from Your Default.
- (d) C6 will be entitled to invoice for work completed to date should Your Default prevent completion of services or if the project be stalled for more than 30 days.

10. Charges

- 101 In consideration of C6 providing the Services, You must pay the charges (Charges) in accordance with this clause 12.
- 102 The Charges are the prices contained in Proposal. If You wish to change the scope of the Services after C6 accepts Your order, and C6 agrees to such change, C6 will modify the Charges accordingly.
- 103 The Charges are exclusive of goods and services tax (GST). Where GST is payable in respect of some or all of the Services, You must pay C6 such additional amounts in respect of GST, at the applicable rate, at the same time as You pay the Charges.
- 104 Additional costs may be incurred should a project be stalled for more than 30 days per Your obligations listed in clause 10.1 (Your Default).

11. Payment

- 11.1 C6 will send You an electronic invoice which is payable within 14 days of its date unless otherwise noted.
- 11.2 If the Charges total:
 - (a) All proposals are subject to stages payment terms as stated in Schedule A of Your Proposal.
 - (b) If not expressly defined in Schedule A, Proposal which amount to \$20,000 or more, invoices will be issued 75% at the start and 25% on completion of the Services;
 - (c) If not expressly defined in Schedule A, Proposal which amount to less than \$20,00, invoices will be issued 50% at the start and 50% on completion of the Services;
- 11.3 If C6 is engaged on a retainer C6 will send an electronic invoice at the beginning of each month payable in accordance with clause 11 and 12.
- 11.4 If You fail to make a payment by the due date, then, without limiting C6's remedies under clause 17 (Termination), You will have to pay interest on the amount unpaid at the daily 11.00 am cash rate quoted on Reuters page RBA30 plus 12.5%. Interest accrues on a day-to-day basis from the due date up to and including the date of actual payment.

12. Intellectual property rights

- 12.1 All intellectual property rights in the Deliverables will be owned by You. C6 will own all other intellectual property rights related to or arising out of the Services.
- 12.2 You grant C6 a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Intellectual property rights in the Deliverables and the Digital Assets for any purpose related to this Contract.
- 12.3 You do not have any rights to the intellectual property rights in any materials contained in pitch or proposal documents. This means that You must not use any of the material in pitch or proposal documents unless that material is provided as part of the Services. If You use any of the material in the pitch or proposal documents C6 will charge You a reasonable amount for that work and You will be required to pay that in accordance with these Terms.

13. How C6 may use Your personal information

- 13.1 C6 will use any personal information You provide to C6 to:
 - (a) provide the Services;
 - (b) process Your payment for the Services; and
 - (c) inform You about similar services that C6 provides, but You may stop receiving this information at any time by contacting C6.
- 13.2 Further details of how C6 will process personal information are set out in C6's privacy policy.

14. Limitation of liability

- 14.1 Nothing in this Contract limits or excludes the liability of either party:
 - (a) for death or personal injury caused by the negligence or willful misconduct of a party or that of its employees, as applicable;
 - (b) for fraud or fraudulent misrepresentation by a party or its employees, as applicable; or
 - (c) where liability cannot be limited or excluded by applicable law.

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142 Subject to clause 15.1 neither party will be liable to the other, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Contract, including any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of production;
- (d) loss of agreements or contracts;
- (e) loss of business opportunity;
- (f) loss of anticipated savings;
- (g) loss of or damage to goodwill;
- (h) loss of reputation; or
- (i) loss of use or corruption of software, data or information.

143 Subject to clause 15.2, the maximum aggregate liability, except for payment of the Charges, of each party for any loss or damage or injury arising out of or in connection with this Contract, is limited to an amount equivalent to the Charges under this Contract.

144 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.

145 If C6 are liable to You in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, C6's total liability to You for that failure is limited to, at C6's option, the resupply of the services or the payment of the cost of resupply.

146 This clause 15 will survive termination of the Contract.

15. Confidentiality

15.1 Each party undertakes that C6 will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

15.2 A party may disclose the other's confidential information:

- (a) where the information is in the public domain as at the date of this Contract (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on either party);
- (b) if either party is required to disclose the information by applicable law or the rules of any recognised stock exchange or other document with statutory content requirements, provided that the recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
- (c) where the disclosure is expressly permitted under this Contract;
- (d) if disclosure is made to a party's respective officers, employees, contractors, consultants and professional advisers to the extent necessary to enable proper performance of obligations under this Contract, in which case the relevant party must ensure that such

persons keep the information secret and confidential and do not disclose the information to any other person;

- (e) where the disclosure is required for use in legal proceedings regarding this Contract; or
- (f) if the party to whom the information relates has consented in writing before the disclosure.

16. Termination

16.1 Without affecting any of its other rights, C6 may suspend the performance of Services, or terminate this Contract with immediate effect by giving written notice to You if:

- (a) You fail to pay any undisputed amount due under this Contract on the due date for payment and You remain in default not less than 30 days after being notified in writing to make such payment;
- (b) You commit a material breach of any other term of this Contract and that breach is irremediable or (if that breach is remediable) You fail to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) an insolvency event occurs in relation to You; or
- (d) there is a change of control of the Your company without the consent of C6, such consent not to be unreasonably withheld or delayed.

16.2 Either party terminate this Contract by giving:

- (a) if C6 is engaged on a retainer, 2 months' written notice to the other party;
- (b) in all other cases, 1 months' written notice to the other party.

16.3 If this Contract is terminated in accordance with clause 17.1 or clause 17.2 You will pay to C6 any amounts payable to subcontractors or suppliers engaged by C6 in relation to this Contract, including but not limited to payments in advance and holding deposits.

16.4 On termination of the Contract You must return all of C6 Materials and any Deliverables specified in Your order which have not been fully paid for. If You fail to do so, then C6 may enter Your premises and take possession of them. Until they have been returned, You will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

16.5 Termination of this Contract does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the obligation to pay the Charges and the right to claim damages for any breach of the Contract that existed at or before the date of termination.

16.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

17. Force majeure

17.1 C6 will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by any act or event beyond C6's reasonable control (Event Outside C6's Control).

17.2 If an Event Outside Our Control takes place that affects the performance of its obligations under the Contract:

- (a) C6 will contact You as soon as reasonably possible

- to notify You; and
- (b) C6's obligations under the Contract will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside Known's Control. C6 will arrange a new date for performance of the Services with You after the Event Outside C6's Control is over.
- 17.3 You may cancel the Contract affected by an Event Outside C6's Control which has continued for more than 30 days. To cancel please contact C6. If You opt to cancel, C6 will refund the price You have paid, less the charges reasonably and actually incurred C6 by in performing the Services up to the date of the occurrence of the Event Outside C6's Control.
- 18. Non-solicitation**
During the Term of this Contract and for a period of 12 months following the termination or expiration of this Contract, You will not make any solicitation to employ the other party's personnel without C6's prior written consent.
- 19. Notices**
- 19.1 When this Contract refers to "in writing", this includes email.
- 19.2 Any notice or other communication given under or regarding the Contract must be in writing and be delivered personally, sent by pre-paid post or email.
- 19.3 A notice or other communication is deemed to have been received:
- (a) if delivered by hand to the nominated address, when delivered to the nominated address;
- (b) if sent by pre-paid post, at 9.00 am (addressee's time) on the second Business Day after the date of posting; or
- 19.4 if sent by email, at the time the email is 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. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 19.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
- 20. Variation**
Any variation of the Contract only has effect if it is in accordance with clause 9.
- 21. No waiver**
- 21.1 Neither party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- 21.2 Words or conduct referred to in clause 22.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.
- 22. Assignment and novation**
- 22.1 C6 may assign or transfer its rights and obligations under the Contract to another entity.
- 22.2 You may only assign or transfer Your rights or Your obligations under the Contract to another person if C6 agrees in writing.
- 22.3 A breach of clause 23.2 by You entitles C6 to terminate this Contract.
- 23. Severability**
- 23.1 If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- 23.2 Clause 24.1 does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Contract.
- 24. Relationship of the parties**
The Contract is between You and C6. No other person has any rights to enforce any of its terms.
- 25. Promotion**
C6 may use Your name, trade marks, service marks, trade names, logos, symbols or brand names, to market its services and promote C6. C6 may use the de-identified Deliverables and Digital Assets as examples of its work and may disclose details of the Services.
- 26. Governing law and jurisdiction**
These terms and conditions, their subject matter and their formation, are governed by Australian law. You and C6 both agree that the courts in Australia will have exclusive jurisdiction.