

1 GENERAL

This document sets out the general terms and conditions (“General T&C”) on which we will provide the Services to you. Unless it is terminated earlier, the arrangement to provide the Services will terminate when we have completed providing the Services to you and you have paid our Fees.

2 DEFINITIONS

“AOCs” means AOC Solutions Pty Ltd (ACN 146 234 371) and its related bodies corporate (within the meaning of the *Corporations Act 1009 (Cth)*).

“*Confidential Information*” includes all information of a confidential nature regarding business interests, methodologies, processes, affairs and client/customer information. It may also include matters of a technical nature, technical processes, trade secrets, confidential strategies, marketing procedures and financial information.

“*Fees*” means the fees for the Services as stated in, or calculated in accordance with, the General T&C.

“*General Matter*” means any instruction provided by you where we reasonably consider the value of the services to be performed by AOCs to be up to \$500.00 (ex. GST) at the time of your instruction.

“*General T&C*” means this document.

“*Intellectual Property Rights*” includes any rights associated with inventions, copyright, designs, trademarks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and including any right to apply for any of same.

“*Non-written Advice*” means advice that is provided by AOCs that is not Written Advice (as defined within), which includes general advice to a group of clients, information sheets, notes, verbal advice provided at meetings, advice over the phone and at training or information sessions.

“*Personal Information*” has the meaning given to it in the Privacy Act 1988 (Cth).

“*Services*” means the services that are to be performed by AOCs and such other services as AOCs agrees to perform for you from time to time. Services also includes product or subscription-based services provided by AOCs.

“*Written Advice*” means advice that is provided in a written format, upon specific instruction by you.

3 OUR SERVICES

AOCs are consultants who, based on their experience and knowledge of the aviation industry, provide practical advice and guidance on all aspects of the industry for which we have expertise. AOCs provides assistance to our clients in a variety of ways including: representation and advocacy, Written and Non-written Advice, training and management products. These General T&C apply to all Services provided to you upon your instruction. When you instruct us to perform Services for you, we will confirm your instructions in writing unless your instruction relates to a General Matter.

4 ADVICE PROVIDED BY AOCS

Any advice provided by AOCS is based on the information and documentation in our possession at the time that the advice is issued. We are not under any obligation to update any advice to take into account any events that occur or information that is provided after the advice is issued. It is extremely important that at all times you provide to us, or make us aware of, any documents or information that may relate to your matter. This includes documents that are no longer in your possession. If you become aware of further information or documentation that may affect the advice we have been instructed to provide, please notify your Consultant immediately as it may affect our opinion.

Non-written Advice

You acknowledge that any Non-written Advice provided to you by AOCS is general in nature and is not considered formal advice and nor should it be relied upon as such. AOCS Consultants, in providing Non-written Advice often provide general information that may be applicable to your situation. The purpose of the Non-written Advice is to provide you with direction and sometimes further resources or information that you can then research and apply to your situation, or alternatively, with sufficient information to determine if you seek Written Advice on the matter. Such advice is based on the limited facts that you provide to us in that circumstance.

5 DEADLINES

AOCS has the right to unilaterally alter or extend the defined deadlines, or to postpone them, in case you do not provide AOCS either in time or provides but is of inadequate quality with the components that it requires for completion of its task, and/or if you does not provide in time the approvals/confirmations that AOCS might require from you in order to execute the assignment. In such case, AOCS will provide you as soon as is reasonably possible after revised planning after receiving the relevant components and/or consents; in any case, the time periods will be extended with a term that is at least equal to the term of the delay that has occurred in the supplying of the components and/or approvals/confirmations.

6 FEES

AOCS Fees are calculated on the basis of time spent on the Services by our Consultants in accordance with the hourly rates current at the time the Services are performed. Our fees are calculated by multiplying a unit of 6 minutes duration by the hourly rate applicable to the person doing the work. The minimum time period of 1 unit is 6 minutes. A current Schedule of Rates is included below. The Schedule of Rates is reviewed on an annual basis. We do not charge for disbursements such as photocopying and faxing but we do charge for couriers. If we incur expenses on your behalf such as travel and accommodation, such expenses will be clearly indicated on your tax invoice after having sought your approval prior to incurring the expenses. Unless otherwise stated, any total quantum of fees provided in any correspondence provided to you is an indicative estimate only based upon the preliminary information provided by you and our experience with providing similar Services. Unless expressly stated, any fees quoted are not fixed and AOCS reserves the right to render invoices based upon the actual time taken to provide the Services.

7 TERMS OF PAYMENT

An itemised tax invoice containing details of our Fees and expenses (including GST) will be sent to you on completion of Services. Tax invoices are payable within 14 days of receipt of the invoice. If you have difficulty in paying an account within the 14 day time period, please contact us to discuss the matter so that alternative arrangements can be made for payment as appropriate. If an invoice is not paid by the due date we reserve the right to charge you interest at an annual rate of 2% over the Reserve Bank of Australia cash rate ruling on the date the invoice is due. AOCS reserves the right to cease acting for you, or to suspend work, in the event that an account is not paid within the agreed time. You agree to pay any debt collectors expenses that are incurred by AOCS in recovering any amounts owed by you to AOCS for the Services.

8 ENGAGEMENT OF OTHER ADVISORS

In the event that we need to use the services of other advisors (e.g. lawyers, facilitators, etc.), we will ensure that you approve prior to such advisors being engaged. Where appropriate, we may ask you to enter into a costs agreement directly with them.

9 CONFIDENTIAL INFORMATION

We acknowledge that we will be provided with Confidential Information in relation to your business which is not in the public domain. We agree that we will not provide such Confidential Information to any other person or company unless you authorise us to do so in writing, unless such disclosure is required by law. You authorise us to disclose your information to others where necessary in order to provide the Services. AOCS will not use the information for its own benefit or to your disadvantage.

AOCS and you also undertake to impose the agreed confidentiality obligation on their respective employees, staff, sub-contractors and suppliers, to whom, for the execution of the assignment or the use of the research and the results of it, it might be compelled to grant access to confidential information belonging to the other party. AOCS and you will nevertheless remain solely and fully liable to the other party as concerns fulfilment of the confidentiality obligation.

This confidentiality obligation will apply for the full duration of the agreement and for ten (10) years after its termination.

AOCS and you also undertake not to effect any external communication concerning the Services provided or the results of it (e.g. press release, interview, newsletter...) without the other party's prior, express written consent.

AOCS will not, without your consent, reproduce and publicize your trading name, company name, trademarks and logos on its website or in company presentations, so that AOCS's activities can be promoted amongst – and explained to – its clients and prospects.

10 PERSONAL INFORMATION AND PRIVACY

We acknowledge that we may be provided with Personal Information. The collection, use and disclosure of Personal Information by us will be managed in accordance with the Privacy Act 1988 (Cth), and our Privacy Policy, which is accessible on our website.

11 INTELLECTUAL PROPERTY

Unless we agree otherwise in advance, AOCS owns all Intellectual Property Rights in any materials that we develop for you (including templates, policies and procedures). Such materials must not be provided to or used by any other party outside of your business without the consent of AOCS in writing.

12 ELECTRONIC COMMUNICATION

AOCS will often send communications to you in electronic format. Electronically transmitted information cannot be guaranteed to be secure or error free and it can be adversely affected or unsafe to use. AOCS uses commercially reasonable procedures in order to identify common viruses associated with electronic communications, but is not liable to you in respect to any error or omission arising from or in connection with the electronic communication of information sent to you.

13 OFFERING EMPLOYMENT TO CONSULTANTS

In the event that you offer employment to an AOCS Consultant and he/she accepts that offer and commences with you within eight (8) weeks of ending employment with AOCS, a market rate recruiting fee of 15% of the Consultant's total annual remuneration package with you will apply. This fee will become payable to us within four (4) weeks of the Consultant's commencement date with you. This fee may only be waived by prior written agreement (being a date before the Consultant accepts employment with you) between you and AOCS.

14 GOVERNING LAW

The provisions of these General T&C are governed by the Law of Western Australia. Each party submits to the exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

15 TERMINATION

Either of us may terminate the arrangement to provide the Services:

- at any time by giving the other 30 days' written notice;
- immediately if the other party becomes insolvent, is unable to pay all of its debts as and when they become due and payable, suspends payment of such debts or otherwise ceases to carry on business;
- immediately if the other commits any material breach of these General T&C that is either incapable of being remedied within 14 days of receipt of a notice requiring the breach to be remedied.

In addition, we may terminate the arrangement to provide you the Services on 7 days' notice if you fail to meet your obligation to pay the Fees within the terms of payment prescribed at clause 7 or fail to provide us with adequate information or instructions. If the arrangement to provide the Services is terminated, you agree:

- to pay us the Fees for any work we have done, Services performed and any expenses we have incurred up until the date of termination; and
- that the termination does not affect any of the accrued rights of either party or any provision of these General T&C that continue to apply.

16 SURVIVING TERMS

The provisions of these General T&C that will survive termination of the arrangement to provide Services are those relating to Confidential Information, Personal Information and Privacy, Intellectual Property, Offering Employment to Consultants and Limitation of Liability.

17 LIMITATION OF LIABILITY

To the extent that AOCS has any liability to you at law, the total liability of AOCS, its Directors, officers, employees or Consultants to you or any other person claiming through you for any cost, loss, liability or damage arising out of any of the Services provided by AOCS is limited to an amount equal to the value of the Services already performed as at the date that the liability arose or the minimum amount permitted by law per claim or series of claims arising from one incident, whichever is the greater. AOCS shall not be liable to you for:

- any consequential or indirect loss, loss of business, loss of profits or loss of opportunity
- the acts or omissions of other contractors or consultants engaged by you (including those engaged by AOCS as agent for you upon your written request)
- any alterations or additions to the Services made without the express approval of AOCS;
- the accuracy of the cost and time estimates; or
- any loss, damage or claim to the extent that such loss, damage or claim was caused or contributed to by you or your employees, agents, consultants or contractors.

18 WHOLE OF AGREEMENT

The provisions of these General T&C constitute the entire agreement between the parties relating to the Services generally. It replaces and supersedes any previous proposals, correspondence, understandings or other communications, whether written or oral. The terms of the General T&C binding both parties can only be varied by a written contract to provide Services between the parties in which case a written contract supersedes this General T&C.

19 SCHEDULE OF RATES

Item	Hourly Rate (Excluding GST)
Consultant	As quoted
Travel Time	\$60.00

We do not charge for disbursements such as photocopying and faxing but we do charge for couriers. Unless otherwise stated, any fees provided in any correspondence (including quotations) provided to you is an indicative estimate only based upon the preliminary information provided by you and/or our experience with providing similar Services.

Unless expressly stated, any fees quoted are not fixed and AOCS reserves the right to render invoices based upon the actual time taken to provide the Services.

AOCS will issue a Tax Invoice that complies with all ATO requirements. If discounts are granted to you, these will apply exclusively to that specific Service or the relevant part of the Service, for which they are granted. Under no circumstances, not even where such discounts are granted repeatedly will they create a right for you to similar discounts on later Services. This schedule of rates is updated annually on 1st July each year.