OLINGA SERVICES QUOTE TERMS OF BUSINESS

TERMS AND CONDITIONS

1. THE AGREEMENT

1.1 These Terms and Conditions are between the person (**Client**) accepting a quote issued by Z180510 Pty Ltd, ACN 617 919 105 trading as Olinga Services (**Olinga Services**) to perform services as set out in Olinga Services' quote (**Quote**). The price in the Quote is valid for 30 days. Each Quote accepted by the Client and these Terms and Conditions form a legally binding agreement between the Client and Olinga Services.

1.2 Olinga Services reserves the right to amend these Terms and Conditions in the future upon notice to the Client, provided that such changes will not apply to Quotes previously accepted by the Client.

1.3 The Client agrees that these Terms and Conditions shall come into force when the Client:

(a) signs a Quote;

(b) gives Olinga Services written or verbal instructions to supply services, or otherwise accepts services of Olinga Services,

subject to Olinga Services previously providing the Client with a copy of these Terms and Conditions either in respect of the Quote or otherwise.

2. SERVICES AND ACCESS REQUIREMENTS

2.1 Olinga Services will provide the Client with the services described in the Quote and other services agreed between the parties in writing (**Services**), subject to assumptions and exclusions set out in the Quote or otherwise agreed between the parties.

2.2 The Client will provide Olinga Services access to the property specified in the Quote and/or otherwise agreed between the parties (**Property**), and to all areas of the Property scheduled to be cleaned as noted under scope of service set out in in the Quote or otherwise agreed between the parties (**Scope of Service**). Failure to do so allows Olinga Services to treat such failure as a material breach of this agreement.

2.3 Olinga Services will use reasonable endeavours to ensure that its employees, agents and contractors prevent nuisance and unnecessary noise disturbance when present at the Property.

2.4 The Client acknowledges and agrees that Olinga Services will only provide the Services during the hours agreed between the parties in writing and is not required to provide the Services outside of those hours in the circumstances where such Services are required due to any act or omission of the Client and/or any third party. If Olinga Services agrees to provide such out-of-scope services, clause 3.2 will apply.

3. FEES, ADDITIONAL SERVICES AND PAYMENT

3.1 The Client shall pay Olinga Services the Fees specified in the Quote and any other fees agreed between the parties (**Fees**) within 14 days of the date of invoice, unless different payment terms are specified in the Quote.

3.2 In addition to the Fees, Olinga Services is entitled to payment of:

(a) an additional charge in accordance with Olinga Services' standard rates in effect from time to time in relation to any additional services requested by the Client or otherwise reasonably required to be performed for proper delivery of the Services; and

(b) all approved by the Client costs and expenses incurred by Olinga Services in relation to the provision of the Services.

3.3 If the Client fails to make any payment by the due date set out in this clause, then: (1) it must pay to Olinga Services on demand interest on the amount outstanding from the day payment was due until the day it is paid, at the rate 10% per annum, accruing monthly; (2) Olinga Services may suspend provision of the Services until payment is received in full; and (3) the Client will indemnify Olinga Services against and will reimburse Olinga Services for all reasonable legal expenses on a full indemnity basis and other expenses it may reasonably incur in recovering or attempting to recover payments from the Client.

3.4 Olinga Services may adjust the Fees once per each year by the greater of:

(a) the amount of the increase in the consumer price index over the Fees in the previous year;

(b) the extent of the change in cost to Olinga Services to supply the Services, which change Olinga Services was unable to mitigate by exercising reasonable commercial efforts (for example, cost of labour, changes to statutory rates, charges or benefits or changes to or the application of any relevant industrial award or instrument or variations in insurance premiums).

3.5 All Fees and any prices stated in this agreement or otherwise quoted by Olinga Services are exclusive of GST.

4. EQUIPMENT AND PRODUCTS

4.1 Unless otherwise specified in the Quote, Olinga Services will use its own equipment and products. If the Client requires Olinga Services to use specialized equipment or products, it should be noted in the Quote, otherwise an additional fee to the Client may be applied.

4.2 Were agreed, the Client must provide adequate facilities to ensure safe storage of Olinga Services' equipment and products and the Client must ensure no persons other than Olinga Services use Olinga Services' equipment and products while stored at such facilities. Title to such equipment and products at all times remans with Olinga Services.

5. TERM AND TERMINATION

5.1 This agreement will commence on the date specified in the Quote (**Commencement Date**) and shall continue for an initial minimum fixed period after the Commencement Date as specified in the Quote (**Minimum Term**). After the expiry of the Minimum Term the

agreement shall continue until either party gives the other not less than thirty (30) days' notice to terminate. For the avoidance of doubt, such termination will take effect no earlier than the end of the Minimum Term.

5.2 A party may terminate this agreement immediately upon written notice to the other party:

(a) in the event of insolvency;

(a) if the other party commits a material breach of this agreement and fails to rectify the breach within seven (7) days of written notice from affected party requesting the defaulting party to do so; or

(b) in the case of Olinga Services, if the Client fails to pay outstanding Fees in accordance with the agreement or fails to provide access to the Property in accordance with clause 2.

5.3 Upon termination of this agreement for any reason, without limiting other rights accrued by each party under this agreement:

(a) Olinga Services will cease all work under this agreement as soon as practicable following receipt of a notice of termination from the Client;

(b) the Client is still liable to Olinga Services for all Fees and charges under this agreement for the remainder of the Minimum Term;

(b) if the Agreement has been terminated after the expiry of the Minimum Term (or if this agreement had no Minimum Term), the Client will be liable for all Fees for the Services performed up to the date of such termination;

(c) all outstanding invoices for the Services performed up to the date of termination or all Fees that otherwise would be payable by the Client during the Minimum Term, as the case may be, become due and payable immediately;

(d) Olinga Services may at its sole discretion exercise any and all remedies that are available to Olinga Services under this agreement or at law;

(e) Termination of this agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination. Each clause which, by its nature, ought to survive the termination or expiry of this agreement survives includes, but is not limited to: 3 (Fees, Additional Services and Payment), 4.2 (Equipment and Products), 6 (Representations and Warranties), 7 (Non-Solicitation), 12 (Limitation of Liability) and 16 (General).

6. REPRESENTATIONS AND WARRANTIES

6.1 Each party warrants that:

(a) This agreement has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation, enforceable against either party in accordance with its terms;

(a) They have the full right, power, and authority to enter into and be bound by the terms and conditions of this agreement and to perform their obligations under this agreement, without the approval or consent of any other party.

7. NON-SOLICITATION

7.1 The Client must not, directly or indirectly, itself or through a third party, during the term of this agreement and in the following twelve (12) months after the expiry or termination of this agreement for any reason, employ or solicit the employment of, any employee, contractor consultant or agent of Olinga Services (or those of its related bodies corporate) or otherwise induce such person(s) to terminate his or her employment, engagement or consultancy with Olinga Services (or its related bodies corporate).

8. INDEPENDENT CONTRACTOR STATUS AND PERSONNEL

8.1 The relationship between the parties is that of independent contractor and principal. Nothing in this agreement will be taken as giving rise to a relationship of employment, agency or partnership.

9. Olinga Services acknowledges it has sole responsibility in relation to payment, if any, of superannuation, workers' compensation and taxes incidental to employment in respect of its own personnel and that neither it nor its personnel have, pursuant to this agreement, any entitlement from the Client in relation to any form of employment or related benefit.

9.1 Olinga Services may at any time replace the personnel assigned to perform the Services.

10. SUBCONTRACTING

10.1 The Client acknowledges that Olinga Services may from time to time appoint sub-contractors to assist with the provision of Services.

10.2 Olinga Services must ensure that its subcontractors will have the necessary expertise to assist with the provision of the Services.

10.3 Olinga Services will remain responsible for obligations performed by its subcontractors to the same extent as if such obligations were performed by Olinga Services under the agreement.

11. INSURANCE

11.1 Olinga Services will effect and maintain during the term of the Agreement the following insurances: (a) public liability insurance for a minimum amount of $10 million per claim; (b) professional indemnity insurance for a minimum amount of $5 million per claim and in the annual aggregate; and (c) workers compensation as required by law.

12. LIMITATION OF LIABILITY

12.1 Notwithstanding any other provision of this agreement, Olinga Services (and its related bodies corporate) shall have no liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to the Client for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss. Otherwise, Olinga Services‘ (including its related bodies corporate) maximum aggregate liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis)

to the Client is limited to the Fees paid by the Client to Olinga Services under this agreement during the three (3) months period immediately preceding the first event giving rise to a claim.

13. DISPUTES

13.1 Any notices or communication relating to this agreement that is required to be in writing, can be sent via electronic mail to:
Olinga Services: info@olinga.com.au
The Client: email address specified in the quote or otherwise nominated by the Client.

13.2 If any dispute arises under or in connection with this agreement (**Dispute**) which is not able to be resolved by the parties within 14 days of such Dispute arising, the senior executive officer (or equivalent) of both parties will promptly meet and discuss in good faith with a view to resolving such Dispute.

13.3 It is a condition precedent to the right of either party to commence arbitration or litigation (other than for interlocutory relief) that it is first offered to submit the Dispute to mediation, with both parties agreeing to endeavour in good faith to settle the Dispute.

14. FORCE MAJEURE

14.1 Except for Client's obligation to pay Olinga Services, neither party shall be liable for any failure to perform its obligations under this agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

15. SPECIAL CONDITIONS

15.1 This agreement is subject to special conditions that may be specified in the Quote (**Special Conditions**). In the event of any inconsistency between the Special Conditions and these Terms and Conditions, the Special Conditions will prevail to the extent of such inconsistency.

16. GENERAL

16.1 Subject to clause 1.2, the terms of this agreement may be modified only by a written instrument signed by both parties.

16.2 Neither party may assign its rights or obligations under this agreement, except, that the assignment to a third party who obtains all or substantially all of the business or assets of a party shall be permitted subject to the reasonable consent of the other party.

16.3 This agreement represents the entire agreement between the parties unless there is a prior executed agreement between the parties.

16.4 The Client will ensure the Property at all times is safe and that all facilities provided by the Client in order for Olinga Services to be able to perform the service are also safe.

16.5 The Client consents to Olinga Services using its names, trademarks and logos in its marketing materials. By giving this consent, the Client does not assign any ownership right or title for this intellectual property to Olinga Services.

16.6 Olinga Services will retain ownership of its pre-existing intellectual property, including any modifications thereto.

16.7 The Client agrees to hold the terms of this agreement (including any pricing and methods of delivering services by Olinga Services) confidential.

16.8 For the duration of this agreement and at any time after the expiry or termination of this agreement, neither party will take any action in any form, which is intended or would reasonably be expected, to harm the other party or their reputation or which would reasonably be expected to lead to unwanted, unfavourable publicity to the other party.

16.9 The headings and titles contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

16.10 If any provision of this agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

16.11 The failure to exercise any right provided in this agreement shall not be a waiver of prior or subsequent rights.

16.12 This agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

16.13 This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

16.14 The parties hereby agree to all of the above terms and have executed this agreement by a duly authorized officer, agent or representative.