**CLIENT SERVICE AGREEMENT**

This Client Service Agreement ("Agreement") is entered into by and between:

**Monochrome Compliance Pty Ltd**

ABN: 20 687 127 386

("Monochrome Compliance", "we", "us", "our")

and

**Client Name**: [Insert Client Entity Name]

ABN: [Insert Client ABN]

("Client", "you", "your")

Effective Date: [Insert Effective Date]

**1. Engagement and Scope of Services**

1.1. **Services Provided**: Monochrome Compliance will provide regulatory compliance support and facilitation services, including (but not limited to) assisting with Payment Times Reporting Scheme (PTRS) submissions, data reviews, platform access, compliance analysis, and advisory services ("Services").

1.2. **Platform Access**: Access to our proprietary compliance platform ("Platform") is granted to the Client subject to the terms of this Agreement and any separate platform terms of use.

1.3. **No Legal or Financial Advice**: Unless expressly stated in writing, our Services do not constitute legal, accounting, or financial advice.

**2. Client Responsibilities**

2.1. **Accurate Information**: The Client warrants that all data and information provided is accurate, complete, and up to date.

2.2. **Cooperation**: The Client will cooperate with Monochrome Compliance, including providing timely responses, approvals, and clarifications as needed.

2.3. **Final Reporting Responsibility**: The Client acknowledges that it retains ultimate responsibility for the final submission of PTRS or other regulatory filings, including the review and approval of draft reports. Monochrome Compliance acts solely in an assistance and facilitation role and shall not be held liable for any regulatory, financial, or reputational consequences arising from the final report submitted by or on behalf of the client.

2.4. **Compliance with Law**: The Client agrees to comply with all relevant laws, including data protection, privacy, and corporate governance obligations.

2.5. **Advice**: The Client maintains responsibility for implementing any advice received.

**3. Fees and Payment**

3.1. **Fees**: Fees for Services will be outlined in the Fee Schedule (issued separately).

3.2. **Invoicing and Payment**: Invoices are issued in accordance with the agreed fee schedule and are payable within 14 days of receipt unless otherwise specified.

3.3. **Late Payments**: Late payments may incur interest at the rate of 2% per month.

3.4. **Currency**: All fees are quoted in and payable in Australian Dollars (AUD).

3.5. **Invoicing Trigger**: The Client acknowledges and agrees that an invoice will be issued once the following conditions have been met:

* A Client account has been created on the Monochrome Compliance platform;
* This Agreement has been executed by both parties; and
* Access credentials to the compliance platform have been issued to the Client or its authorised representative.

From that point, fees are deemed to be incurred and are payable in accordance with the terms of this Agreement, irrespective of whether the Client subsequently completes the reporting process using the platform or engages further advisory support from Monochrome Compliance.

3.6. **Optional Storage Services**: Where the Client selects the optional data storage service, Monochrome Compliance will retain relevant data for a period of seven (7) years from the date of report submission or as otherwise required by law. Unless otherwise expressly requested in writing by the Client, data will not be deleted prior to the expiry of this retention period.

In the event of cancellation of storage services, the Client acknowledges and agrees that:

* It remains solely responsible for maintaining an appropriate statutory record of its compliance obligations and submissions;
* Monochrome Compliance may, upon request, provide extracts of stored information from the platform prior to cancellation taking effect, but will not be responsible for ensuring the ongoing integrity, accessibility, or completeness of any data following cancellation; and
* No refunds, whether full or partial, will be issued for storage fees already paid, regardless of the timing or reason for cancellation.

**4. Confidentiality**

4.1 **Confidential Information**: For the purposes of this Agreement, “Confidential Information” means any non-public, proprietary, or commercially sensitive information, in any form (whether written, oral, visual, or electronic), disclosed by either party to the other in connection with this Agreement, including but not limited to:

* Business processes and methodologies;
* Client data and internal records;
* System access credentials and configuration details;
* Intellectual property and documentation;
* Technical, financial, and operational information; and
* Any reports, analysis, or materials generated during the course of service delivery.

4.2 **Obligations of Confidentiality**: Each party agrees that it will:

* Treat all Confidential Information as strictly confidential and take reasonable steps to safeguard it from unauthorised access, misuse, loss, or disclosure;
* Use the Confidential Information solely for the purpose of fulfilling obligations under this Agreement;
* Not disclose the Confidential Information to any third party without the prior written consent of the disclosing party, except where required by law, court order, or regulatory obligation; and
* Ensure that any personnel or subcontractors given access to Confidential Information are bound by obligations no less restrictive than those set out in this clause.

4.3 **Exclusions**: Confidential Information does not include any information that:

* Was already in the receiving party’s lawful possession before disclosure;
* Becomes publicly available through no fault of the receiving party;
* Is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or
* Is disclosed with the prior written consent of the disclosing party.

4.4 **Return or Destruction of Information**: Upon termination of this Agreement, or upon written request by the disclosing party, each party agrees to return or securely destroy all documents and materials containing Confidential Information, including all copies and backups, unless otherwise required by law or agreed in writing. Where storage services have been selected by the Client under Clause 3.6, data will be retained in accordance with that clause, and any subsequent deletion will only be actioned upon express written request from the Client.

4.5 **No License**: Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information except as expressly provided under this Agreement.

4.6 **Equitable Relief**: The parties acknowledge that a breach of this clause may cause irreparable harm, for which monetary damages may be insufficient. Accordingly, either party shall be entitled to seek injunctive or equitable relief to prevent or remedy any actual or threatened breach of this clause, in addition to any other remedies available at law.

**5. Data Protection and Privacy**

5.1. **Compliance**: Monochrome Compliance will handle personal information in accordance with the Privacy Act 1988 (Cth), Australian Privacy Principles (APPs), and our published Privacy Policy.

5.2. **Retention**: In the event of selection of (and payment for) the storage option, Client data will be retained for at least of seven (7) years unless otherwise required by law or regulation. After this period, the data will be securely destroyed or anonymised.

5.3. **Deletion Requests**: Clients have the right to request deletion of their personal or business data by contacting Monochrome Compliance at privacy@monochrome-compliance.com. We will confirm data deletion within 30 days of such request, unless data retention is required under legislation. Note that early deletion of data under a paid storage arrangement will not result in a refund of any storage fees paid (see Clause 3.5).

5.4. **Data Security**: Monochrome Compliance applies appropriate administrative, technical, and physical safeguards designed to protect personal, confidential, and commercially sensitive information against loss, misuse, unauthorised access, disclosure, alteration, or destruction. These safeguards are consistent with industry standards and our obligations under the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and any applicable data protection laws.

We continuously review and update our security measures, including access controls, encryption, secure hosting infrastructure, and staff training to maintain the integrity and confidentiality of client data.

**6. Intellectual Property**

6.1. **Ownership**: All intellectual property created or supplied by Monochrome Compliance remains our exclusive property unless otherwise agreed in writing.

6.2. **Licence**: The Client is granted a limited, non-transferable, revocable licence to use the Platform and deliverables solely for internal compliance purposes.

6.3. **Client Materials**: Intellectual property belonging to the Client and shared with Monochrome Compliance remains the Client’s property.

**7. Limitation of Liability**

7.1. **Extent of Liability**: To the extent permitted by law, our liability is limited to the re-supply of Services or the amount paid for the Services, whichever is lesser.

7.2. **Exclusions**: We are not liable for indirect, consequential, or special damages, including loss of profit, data, or business opportunity.

**8. Indemnity**

8.1. The Client agrees to indemnify Monochrome Compliance and its officers and employees from any loss or liability arising out of:

* Use of the Services or Platform contrary to this Agreement;
* Inaccurate or misleading information provided by the Client.

Each party indemnifies the other for losses caused by their own breach or misconduct.

**9. Term and Termination**

9.1. **Term**: This Agreement commences on the Effective Date and continues until terminated in accordance with this clause.

9.2. **Termination for Convenience**: Either party may terminate the Agreement with 14 days’ written notice.

9.3. **Termination for Cause**: Either party may terminate immediately if the other party breaches a material term and fails to rectify it within 10 days.

9.4. **Consequences of Termination**: Upon termination, outstanding fees remain payable, and data handling will be managed in accordance with Clause 5.

**10. Governing Law**

This Agreement is governed by the laws of the State of Queensland and the applicable laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland.

**11. Miscellaneous**

11.1. **Amendments**: This Agreement may only be varied in writing signed by both parties.

11.2. **Entire Agreement**: This Agreement constitutes the full agreement between the parties and supersedes all prior discussions.

11.3. **Assignment**: Neither party may assign its rights without prior written consent, not to be unreasonably withheld.

11.4. **Severability**: If any provision is unenforceable, it shall be severed and the remainder shall remain in force.

11.5. **Force Majeure**: Neither party is liable for delays or failures due to events beyond reasonable control.

11.6. **Execution in Counterparts**: This Agreement may be executed in counterparts and by electronic signature, each of which constitutes an original.

11.7. **No Waiver**: A failure or delay by either party to exercise any right or enforce any provision is not a waiver of that right or provision.

11.8. **Notices**: Notices must be in writing and may be sent by email or registered post to the contact details provided by each party.

11.9. **No Partnership**: Nothing in this Agreement constitutes a joint venture, partnership, or employment relationship between the parties.

11.10. **No Obligation to Proceed**: Nothing in this Agreement obliges either party to proceed with any engagement beyond the agreed scope.

11.11. **Injunctive Relief**: Either party may seek injunctive or equitable relief to prevent unauthorised disclosure or use of confidential information.

**12. Signatures**

Executed as an Agreement:

**Monochrome Compliance Pty Ltd [Client]**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_