



THE GLOBAL BPO

**Asser Consultancy Services Pvt Ltd
Trading As The Global BPO**

180 Wonga Road,
Ringwood North, 3134
VIC, Australia

Office AU (+61) 3 7042 1180

enquiries@theglobalbpo.com.au

www.theglobalbpo.com

TERMS AND CONDITIONS OF TRADING

1. General: The Terms and Conditions contained herein shall apply to the exclusion of all other verbal or written terms and conditions (whether in the Customer's order form or otherwise). No services shall be supplied by the Company on any terms and conditions other than those set out herein. For the purpose of these terms and conditions, the Company shall mean Asser Consultancy Services Pty Ltd (ACN 654 006 283) and/or in whose name an Account is maintained by Asser Consultancy Services Pty Ltd (ACN 654 006 283).

2. Scope: The Company represents that it can perform the services envisaged above. However, any changes variations to the scope of engagement will require the Company to reconsider the terms of engagement and/or make new arrangements with the Customer. Unless otherwise agreed, the extent of the Company's services will be limited to the scope of this engagement. In the event the Customer requests for additional services, the Company may charge for such services on a time incurred basis as mutually agreed by the Customer and the Company

3. Responsibilities of the Customer: The Customer commits to a) appoint a suitably qualified and informed representative to assist the service team of the Company to enable the Company to supply the deliverables and immediately inform if there are any changes to the representatives. b) notify the Company of any issues, discrepancies, or grievances the Customer may have as soon as they arise so that the Company has the chance to rectify them immediately.

4. Payment: The Customer agrees to comply with the trading terms of the Company and payment for services shall be made by the Customer to the Company via direct debit on the twenty fifth of each month, for the current month. This applies to monthly fixed invoicing.

For job-by-job basis work, invoices will be raised upon commencement of work and is due and payable within seven (7) days of the invoice date. The Customer must provide notice within 7 days of receiving an invoice if the invoice contains any errors. Customer and the Company must work together to resolve any claim of error in an invoice

5. Claims: The Customer is deemed to have accepted the services in conformity with its order or as agreed unless the Customer notifies the Company in writing of its claim within 7 days of completion.

6. Suspension of Credit: In the event the account becomes 30 days past due from end of the month of invoice, the Company reserves the right to stop, suspend or cancel any credit facility that has been approved by the Company to the Customer. The Company shall send written advice to the customer by way of letter through the post, email or fax that all or some credit facilities have been suspended. Once the Company notifies the Customer that it has suspended the credit, Company will not be required to supply any services until the outstanding amount has been paid or a suitable arrangement reached between the Company and the Customer.



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7. Contingency Fees: The Customer agrees that in the event of Customer's breach of any of the terms of this agreement including a failure to make payment of any monies due to the Company pursuant to this agreement the Customer shall pay to the Company all collection costs, commissions, fees, charges and expenses including legal costs incurred by the Company of and incidental to this agreement or any matter arising out of or incidental to this agreement or the Customer's performance of or failure to perform any of the terms of this agreement. Interest may be charged at the current prescribed interest rate on accounts which are 60 days past due from the date of invoice in accordance with the Penalty Interest Act 1983.

8. Warranty: All warranties whether expressed or implied and whether statutory or otherwise with regard to the services performed by the Company are hereby excluded except insofar as any such warranties are incapable of exclusion at law. The liability of the Company for damages arising out of this agreement shall be limited to the costs of rectification of any errors and the Company accepts no responsibility or liability whatsoever including liability for negligent services provided, that do not correspond with the description on the Company invoice(s) or any liability for consequential loss however arising. All work carried out by the Company on behalf of the Customer will be completed on applicable software provided by the customer.

9. Independent Engagement/ Non-Hire: Unless otherwise agreed, the Customer and or its subsidiaries and agents must not employ any past or present employee of the Company during the term of this

engagement and for a further period of one (1) year subsequent to the termination of this agreement.

10. Change of Ownership: The Customer agrees to notify the Company in writing of any change of ownership of the Customer within 7 days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any such change.

11. Privacy: The Company may collect personal information about the customer's representatives, Customers and others to the extent permitted under the Privacy Act 1988 (Cth) (as amended) and may handle such personal information in accordance with the Privacy Act.

12. Credit Information: The Customer irrevocably authorizes the Company and its personnel to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer any credit provider or Credit Reporting Agency and including personal credit and consumer credit information (hereinafter called "the information sources"). The Customer hereby authorizes the aforesaid information sources to disclose to the Company such information concerning the Customer which is within their possession. The Customer agrees that the information provided on its Credit Application concerning the Customer & any relevant trading information arising from any dealings between the Customer & the Company may be disclosed to a Credit Reporting Agency or any other interested person.



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13. Record Keeping and Disclosure: The Company will notify the Customer of any correspondence received from the ATO, ASIC or other reporting agencies in relation to the Customer in a timely manner. Customer is hereby obliged to provide the Company with all accurate and complete information reasonably necessary for the Company to perform the work contemplated under this agreement. Customer warrants that such information will be accurate and complete and be provided in a timely manner or as requested by us. The Customer is also required to advise the Company on a timely basis if there are any changes to their circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information provided to the Company being inaccurate, incomplete or misleading, then the Customer is obliged to advise the Company as soon as reasonably possible. The Company takes no responsibility and disclaims any liability in the event any inaccurate, incomplete or misleading information has been provided to the Company by the Client or any of their Employees, Agents or Representatives. By accepting the terms of this letter, the Customer is taken to have agreed that the performance of the Company's service is dependent on the performance of Customer's obligations relating to disclosure and record keeping.

14. Force Majeure: If for any reason beyond the control of the Company (including without limitation as a result of any strike, pandemic, trade dispute, fire, tempest, theft or breakdown) service cannot be performed or completed at the time stipulated by the Customer, the Company shall be entitled to determine (including but not limited to stopping or suspending the services) the agreement and the Customer shall

not have any claims for damages arising out of such cancellation, without prejudice to the rights of the Company to recover all sums owing to it in respect of deliveries made or services provided prior to the date of such determination.

15. Termination: Within the first month of service either party may terminate this engagement at any time by giving advance notice. After the first month of service either party may terminate this engagement by giving the other party ninety (90) days' advanced written notice. The Company shall be entitled to charge all the fees payable by the Customer to the Company prior to the date of termination.

16. Intellectual Property: Customer acknowledges that all intellectual property of the company (including but not limited to trademarks, copyright, designs, patents) belongs to the Company and that they remain the property of the Company.

17. Jurisdiction: The law of Victoria governs this agreement. Both parties submit to the exclusive jurisdiction of the courts of Victoria.

To the fullest extent legally possible, all contracts made between the Company and any Customer relating to any services or transactions are subject to the Terms & Conditions of as set out above unless otherwise agreed in writing

ACKNOWLEDGMENT OF TERMS OF ENGAGEMENT

I/ We confirm that I / we understand and agree to your terms of engagement and acknowledge our responsibilities as set out in the terms of engagement.

Executed on Date:

Executed by Asser Consultancy Services Pty Ltd ACN: 654 006 283, in accordance with Section 127 of the Corporations Act 2001:

.....
M.M.V. Pinto
CEO/Director

.....
Hasitha Jaysinghe
CISO/ Director

Executed by
ACN: , in accordance with Section 127 Corporations Act 2001:

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