

**TERMS AND CONDITIONS OF ENGAGEMENT FOR TECHREMEDY SERVICES
TRADING AS TECHREMEDY hereinafter referred to as the "TechRemedy"**

1. The "**agreement**" means these terms and conditions and the contents of the accompanying letter.
2. TechRemedy shall provide to the Client the consulting services ("**services**") described in the accompanying letter.
3. In providing the services, TechRemedy shall exercise the degree of skill, care and diligence normally exercised by computer consultants in similar circumstances and the Client shall provide to TechRemedy all relevant information concerning the Client's requirement for the consultancy.
4. The Client, in engaging the services of TechRemedy, permits TechRemedy to sub-contract at the Computer Consultant's discretion, all or part of the services described in the accompanying letter and agrees to be liable for all costs of the Sub-Contractor in providing such services.
5. All moneys payable by the Client to TechRemedy shall be paid within 7 (seven) days of date of invoice unless otherwise nominated in the accompanying letter. Moneys not paid within that period shall attract interest from the date of invoice until payment at the rate of 1% per month on the outstanding balance. The Client must pay the legal costs and disbursements on a full indemnity basis suffered or incurred by TechRemedy as a result of any default by the Client of its obligations under this agreement.
6. The liability of TechRemedy to the Client in respect of the services shall be limited to the cost of rectifying the services provided or providing the service again.
7. Copyright in any program and/or technology created or prepared by TechRemedy in connection with the services shall be the property of the Client upon final payment of the whole of the moneys specified in the accompanying letter and any other moneys payable under the agreement.
8. Subject to the 9, the Client alone shall have a non-transferable and non-exclusive licence to use the programs and /or technology referred to above for the sole purpose of its business activities but shall not be entitled to make copies of any program and/or technology installed to the Client's computer equipment.
9. If the Client is in breach of any obligation to make a payment to TechRemedy, TechRemedy may revoke the licence, and the Client shall immediately cease to use the programs and/or technology prepared or provided by TechRemedy and immediately return them to TechRemedy and all copies (whether authorised or not).
10. The Client indemnifies TechRemedy against all claims, demands, actions, suits, proceedings, loss, costs, damages, injuries or expenses suffered or incurred by TechRemedy (including, without limitation, legal costs and disbursements on a full indemnity basis) as a result of:
 - (a) the Client improperly using or damaging any program and/or technology;

- (b) the Client or any of its staff making any modifications to the programs and/or technology without the approval of TechRemedy; and
 - (c) TechRemedy incurring any costs, expenses in recovering from the Client the program and/or technology installed to the Client's computer equipment; and
 - (d) any claim made by the Sub-Contractor against TechRemedy for the services carried out by the Sub-Contractor for the benefit of the Client.
11. To the fullest extent permitted by law, all implied terms, conditions and warranties are hereby excluded and TechRemedy shall not be liable to the Client for any indirect or consequential loss, loss of profits or business opportunities or other similar contingencies.
12. Either the Client or TechRemedy may terminate this agreement upon the expiration of reasonable notice given in writing. TechRemedy may terminate this agreement immediately if any amount is not paid by the due date. The Client may terminate, and TechRemedy may suspend its obligations or terminate, this agreement immediately if the other party:
- (a) is wound up or made bankrupt;
 - (b) has a receiver, manager, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed;
 - (c) enters into any scheme or arrangement with its creditors;
 - (d) commits a breach (other than payment of moneys) which is able to be remedied but not done so within 14 days of a request to do so;
 - (e) commits a breach that is not capable of remedy or is a breach of an essential term.
13. Where this agreement is terminated by the Client, other than because of the default of TechRemedy any monies already paid by the Client shall not be refundable unless the Client has given TechRemedy 14 (fourteen) days written notice that it no longer wishes to engage the services of TechRemedy.
14. Any variations to the services stated in the accompanying letter or any additional consultants and/or sub-contractors to be engaged shall be at the additional expense of the Client and TechRemedy may suspend its obligations if the Client unreasonably refuses to sign any acknowledgement of the additional expense.
15. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party and such assignment shall not release that party from any rights the other party had or may have had against it.