

PARTIES:

- A. Protech Personnel Pty Ltd (ACN 117 782 466), Protech Personnel (NSW) Pty Ltd (ACN 124 060 466), Protech Personnel (VIC) Pty Ltd (ACN 149 736 498), Protech Southern Region Pty Ltd (ACN 156 026 489), Protech Personnel (WA) Pty Ltd (ACN 155 223 537), Protech Northern Region Pty Ltd (ACN 145 085 070), Protech Personnel (NT) Pty Ltd (ACN 159 227 326), Protech Managed Project Services (PMPS) Pty Ltd (ACN 600 040 480), Protech Mining and Maintenance Pty Ltd (ACN 150 548 815), Dreampath Recruitment Pty Ltd (ACN 635 076 238), Global Product Search Pty Ltd (ACN 110 148 662), Gratia HR Pty Ltd (ACN 636 550 742) (as applicable) being the entity that is named in the Proposal (**Protech**); and
- B. The person(s) whose particulars are set out in the Application for Credit (**Principal**).

1. DEFINITIONS

Agreement means the agreement between Protech and the Principal entered into if the Principal's Application is accepted, on the terms set out in these Terms and the Application.

Application means the Application for Credit and Account which is annexed to, or enclosed with, the Proposal.

Apprentice means a person is employed by Protech and has signed a Training Contract to undertake a full-time Australian Apprenticeship.

Direct Engagement Fee means the fee detailed in the Proposal.

Employee means an apprentice of Protech, trainee of Protech, employee of Protech, engaged by the Principal by way of labour hire or a student who is on work experience, in each case, who is placed or is proposed to be placed with the Principal;

Event of Default means any of the following events: (i) the Principal fails to pay for the Services in accordance with these Terms; (ii) the Principal is in breach of these Terms; or (iii) if the Principal suffers an Insolvency Event.

GARP means the Candidate's gross annual remuneration package and includes all amounts payable to the Candidate (including, but not limited to salary, superannuation, bonuses, car allowances and other monetary amounts or benefits).

Guarantee means the deed of guarantee and indemnity in the form contained in Annexure A to these Terms.

Industrial Instrument means the National Employment Standards (NES), an award, enterprise agreement or certified agreement binding on Protech and the Principal.

Insolvency Event means

- (i) if the Principal is a company, an order is made or a resolution is passed for the winding up of the Principal; the Principal resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Principal goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Principal is unable to pay its debts, stops payment or is deemed insolvent within the meaning of the *Corporations Act 2001* (Cth), or any analogous event;
- (ii) if the Principal is a natural person, an order is made for the Principal's bankruptcy, the Principal dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Principal under administration, or any analogous event;
- (iii) the Principal ceases or threatens to cease to carry on business.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSR means the Personal Property Securities Register established pursuant to the PPSA and any register that replaces it.

Proposal means the proposal provided to the Principal by Protech referencing , and in contemplation of, the entry into this Agreement.

Protech Personnel means each of Protech's directors, offices and employees and the directors, officers and agents of each of Protech's Related Body Corporates;

Related Body Corporates has the meaning given to that term in the *Corporations Act 2001* (Cth);

Security of Payment Act means, if the Services are performed in:

- (a) New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) Northern Territory, the *Construction Contracts (Security of Payment) Act 2004* (NT)
- (c) Queensland, the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);
- (d) South Australia, *Building and Construction Industry Security of Payment Act 2009* (SA);
- (e) Victoria, the *Building and Construction Industry Security of Payment Act 2002* (Vic);

- (f) Western Australia, the *Construction Contracts Act 2004* (WA);
- (g) Australian Capital Territory, the *Construction Industry (Security of Payment) Act 2009* (ACT); and
- (h) Tasmania, the *Building and Construction Industry Security of Payment Act 2009* (TAS).
- (i) Throughout Australia, the *Personal Property Securities Act 2009* (Cth).

and any subsequent amendments to each of the abovementioned Acts.

Services means the provision of the Employee to the Principal, together with such ancillary services as detailed in the Proposal and agreed to be provided by Protech from time to time. For the avoidance of doubt, Services do not include the work performed by an Employee.

Temporary Worker means a person employed by Protech that is contracted to perform work on an on-hire/assignment basis to the Principal.

Terms means these terms and conditions.

Trainee means a Temporary Worker who has entered a formal agreement to undertake a nationally recognised vocational training course sponsored by Protech and hosted by the Principal.

Training Contract has the meaning given to that term in applicable state/territory legislation for the training contract relating to the location of employment/engagement

2. COMPOSITION OF AGREEMENT

- 2.1 By executing and returning the Proposal to Protech, the Principal agrees that it has been provided with, has read, and agrees to be bound by the Proposal, the Application for Credit and these Terms of Business.
- 2.2 In the event of any inconsistency between any of the above documents, the Proposal shall prevail.
- 2.3 Without limiting any other clause, the Principal acknowledges and agrees that the Principal's terms of trade are not incorporated into this Agreement and do not apply to or bind Protech, in any way, in relation to the Services.
- 2.4 Protech's engagement to provide the Services will:
 - (a) commence on the date that Protech gives the Principal written notice that Protech has accepted the Principal's Application; and
 - (b) continue indefinitely unless terminated earlier pursuant to clause 10.
- 2.5 This Agreement is subject to Protech's site safety approval process (where applicable).
- 2.6 Where the Principal enters into this Agreement as trustee of a trust, the Principal acknowledges and agrees that the Agreement binds the Principal both as trustee of that trust and personally.
- 2.7 Protech may, at its sole and absolute discretion, elect to accept or decline the Application by written notice to the Principal, or may make its acceptance subject to such conditions as it may see fit, including the requirement that each director of the Principal, or in the case of a partnership or trust, any third party or parties, execute a deed of guarantee and indemnity in the form contained in Annexure A to these Terms (or such other form as acceptable to Protech).
- 2.8 Protech may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Principal.

3. PROTECH'S OBLIGATIONS

- 3.1 Protech will:
 - (a) directly employ each Employee and be solely responsible for the payment of wages, superannuation, payroll and PAYG tax and all others benefits, and entitlements usually afforded to employees, in respect of each Employee;
 - (b) hire or place an Employee with the Principal;
 - (c) ensure payment of wages and entitlements to all Employees is compliant with the relevant industrial requirements;
 - (d) take out and maintain public liability, professional liability and workers' compensation insurance in respect of each Employee;
 - (e) provide each Employee with a generic safety induction;
 - (f) provide the employee with basic Personal Protective Equipment; and
 - (g) ensure that each Employee enters into a contract with Protech that:
 - (1) protects the confidentiality of the Principal's confidential information; and
 - (2) vests the intellectual property rights in all materials created, generated or discovered by the Employee whilst performing work for the Principal, in the Principal.

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4. PRINCIPAL'S RESPONSIBILITIES

- 4.1 In exchange for receiving the Services, the Principal must:
- (a) provide Protech with information regarding the work that the Principal requires to be performed, the skills, qualifications and experience required by the Principal and any other information that Protech reasonably requests in order for it to properly ascertain the suitability of a prospective Employee;
 - (b) comply with all of its obligations under privacy legislation in respect of the collection, handling, use and disclosure of personal and sensitive information concerning an Employee;
 - (c) comply with all applicable legislation in respect of its dealings with Employees and not do anything that may cause Protech to breach its obligations to an Employee under any applicable legislation;
 - (d) take out and maintain appropriate insurance for all works carried out by the Principal, including against liability for work carried out by an Employee;
 - (e) ensure that any directions provided to an Employee do not result in that worker contravening any applicable legislation;
 - (f) provide adequate supervision and direction to Employees and only require an Employee to perform tasks that they are appropriately skilled and properly trained to perform;
 - (g) not make any changes to the conditions under which the Employee performs their assignment without first obtaining Protech's written agreement (such changes include, but are not limited to, changes to an Employee's supervisor, duties, hours of work or location);
 - (h) notify Protech:
 - (1) immediately upon becoming aware of any breaches, investigations or incidents relating to a Protech employee, including but not limited to OH&S Incidents or near misses, Policy breaches including Principal policies, equal direct
 - (2) opportunity legislation breaches or any other incidents where a reasonable person would notify an employer;
 - (3) immediately upon becoming aware of any actual or proposed changes to the, or the adoption of any, Industrial Instrument that is or may be applicable to an Employee;
 - (4) as soon as practicable if they are not satisfied with the work, performance or behaviour of an Employee; and
 - (5) as soon as practicable upon becoming aware that an Employee is proposed to be engaged by the Principal (or an associated entity) in any capacity.

- 4.2 Without limiting any other clause, the Principal:
- (a) acknowledges and agrees that:
 - (1) the purpose of Protech hiring, or placing the Employee with the Principal is for the Principal to:
 - (A) to supervise those persons engaged by way of labour hire, and
 - (B) to train and supervise the Temporary Worker, Apprentice, Trainee or work experience student;
 - (2) it will ensure all persons providing supervision of and/or on the job training to the Employee are qualified to do so;
 - (3) it is not lawful for the Principal to pay the Employee "cash in hand" for any work performed and that it is a breach of this Agreement for the Principal to do so;
 - (4) it will not provide work experience to a student at a time other than during the Principal's ordinary hours of work and that it will not pay a student placed with the Principal for work performed for the Principal; and
 - (5) it is a requirement of this Agreement that the Employee be procured to work not fewer than the hours per week set out in the Proposal and the Principal agrees that the amount payable to Protech in relation to an Employee will not be reduced to less than those hours in any given week; and
 - (b) undertakes to:
 - (1) properly train an Apprentice or Trainee in accordance with their Training Contract, the requirements of the applicable training legislation for the state or Territory the Principal is engaging an Apprentice or Trainee in, and any express requirements of Protech communicated in writing to the Principal; and

- (2) properly supervise the Employee and agrees that the Employee will be, and remain at all times, under the Principal's supervision, direction and control, subject to any lawful direction by Protech.
 - (A) acknowledges and agrees that:
 - (3) each Apprentice and Trainee is a party to a Training Contract with Protech and each student on work experience is a party to a work experience arrangement with Protech and the Principal covenants and agrees not to interfere with or seek to effect any change in, that Training Contract or make any representations to an Employee about a contract to which an Employee is a party; and
 - (4) it is an offence to coerce or attempt to coerce an apprentice or trainee to change the apprentice's Training Contract.
- 4.3 Where the Principal, an associated entity or any third party on behalf of the Principal, either directly or indirectly, engages any Employee (other than via Protech) in any position and at any time within 6 months of:
 - (a) the introduction of that candidate by Protech to the Principal, the Principal will be liable to pay to Protech the Direct Engagement Fee set out in the Proposal, or
 - (b) the completion of a work assignment by an Apprentice, Trainee or Temporary Employee with the Principal.
- 4.4 Protech reserves the right to request that the Principal pay the Direct Engagement Fee in advance on terms reasonably required by Protech or by way of progress payments in accordance with the payment terms in clause 5.

Regardless of whether the Direct Engagement Fee is paid in advance or in progress payments, Protech will be entitled to retain the monies paid in circumstances where the Principal terminates the engagement. If the Direct Engagement Fee is paid by progress payments, the Principal remains liable for the balance of the Direct Engagement Fee which remains outstanding at such date of termination.

Direct Engagement Fee

Total Annual GARP	Percentage of GARP payable as a Recruitment Fee
Up to \$49,999	12%
\$50,000 to \$79,999	14%
\$80,000 to \$119,999	16%
\$120,000 to \$179,999	18%
\$180,000 and over	20%

- 4.5 Protech defines the minimum value attributed to a motor vehicle provided as part of a Candidate's GARP will be \$20,000.
- 4.6 Protech will charge hourly rates (excluding GST) in respect of each Employee supplied to the Principal. All engagements are subject to a minimum engagement of 4 hours. Cancellation of any engagement is required to be not less than 2 hours' notice before engagement start time.
- 4.7 The applicable rates (excluding GST) are set out in the Proposal and it is a condition of supply of the Services that the rates will be subject to annual review to apply any mandated statutory and legislated with rates increased accordingly.
- 4.8 Where rates have been calculated based on rates payable under an industrial instrument and current statutory requirements, Protech reserves the right to:
 - (a) increase/revise rates (after providing at least 7 days written notice to the Principal) in circumstances where:
 - (1) entitlements under the industrial instrument are changed or increased; or
 - (2) Protech becomes liable (or is required by the Principal) to pay an additional allowance or special rate other than those contemplated at the time of setting the hourly rates; and/or
 - (3) changes in statutory costs, as amended from time to time; and
 - (A) require reimbursement from the Principal in circumstances where Protech becomes liable for back payment as a result of either:
 - (4) changes to the industrial instrument; or
 - (5) additional unforeseen allowances or special rates being payable.
- 4.9 All Employees are required to complete a weekly timesheet which the Principal must procure that the Principal's supervisor (or other authorised representative of the Principal) review, and if approved by the Principal, sign and return to Protech by the day indicated on the approved timesheet.

The Principal supervisor's signature (or the signature of another authorised representative of the Principal) is, absent of fraud, to be treated as conclusive confirmation that the Principal accepts the hours as recorded on the timesheet as being correct and the Principal will be liable for payment to Protech of the hourly rates associated with the time recorded on the timesheet.

4.10 Upon request, Protech may provide the following services to the Principal for an additional fee:

- (a) advertising (excluding web-based advertising which is provided free of charge) and targeted recruitment drives;
- (b) personal assessments/psychological profiling;
- (c) medical assessments;
- (d) skills assessments;
- (e) pre-employment services; and
- (f) integration strategies.

5. REPLACEMENT GUARANTEE – Permanent Placement Only

5.1 Subject to clause 6.3, where the Client employs a Candidate directly or indirectly and the Candidate's employment ends within 3 months of commencement (either as a result of the Candidate's resignation or termination by the Client), Protech will endeavour to find one replacement employee free of additional charge.

Conditions of guarantee

5.2 The guarantee provided under this clause only applies in circumstances where the Client has:

- (a) paid all fees associated with the provision of the Services in accordance with clause 6; and
- (b) notified Protech in writing within 7 days of the termination of the Candidate's employment;
- (c) the termination was not as a result of redundancy, change to position description or adverse working conditions;
- (d) the Client is not subject to a payment plan or schedule charge; and
- (e) the requisite terms, conditions, duties, experience and qualifications associated with the role have not changed.

6. PAYMENT TERMS

6.1 Amounts payable under these Terms will be invoiced to the Principal and are subject to GST.

6.2 Protech will issue its invoices weekly, monthly or as otherwise agreed, and nominated in the Application and the Principal must pay the amount due for all Services supplied by Protech within any credit period granted in writing by Protech.

6.3 Protech is entitled to charge the Principal interest on amounts not paid within the specified credit period at a rate equivalent to the Reserve Bank Cash Target Rate at the time plus an additional 6% per annum.

Interest will be calculated daily and will be compounded monthly. Interest accrues daily from and including the due date for payment up to, but excluding, the actual date of payment until the debt has been paid in full.

6.4 The Principal must pay to Protech any expenses, costs and charges (including all stamp duty and legal fees) incurred by Protech in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Principal to comply with the Agreement.

6.5 Each amount payable by the Principal in respect of a taxable supply by Protech is a GST-exclusive amount and on receipt of a tax invoice the Principal must, in addition to that amount and at the same time, pay the GST payable in respect of that supply.

"Taxable Supply" and "GST" have the meanings set out in the *A New Tax System (Goods and Services) Act 1999* (Cth).

6.6 Where applicable, Protech invoices will be considered payment claims under the relevant Security of Payment Act under the laws of the State in which the Services are provided.

7. HEALTH AND SAFETY

7.1 Protech and the Principal have concurrent duties to take all reasonably practicable steps to ensure the health and safety of an Employee whilst performing work for the Principal.

7.2 To enable Protech to meet its work health and safety (WHS) obligations, the Principal must:

- (a) co-operate and consult with Protech in respect of WHS matters;

- (b) provide Protech with copies of its WHS policies and procedures, induction and training records, and any other documentation concerning WHS reasonably requested by Protech;

- (c) permit Protech to enter the Principal's premises for the purpose of conducting WHS training, toolboxes, inspections, investigations, audits or interviewing relevant staff members; and

- (d) notify Protech in the event of any WHS incident involving an Employee.

7.3 To assist the Principal in meeting its WHS obligations, Protech will:

- (a) co-operate and consult with the Principal in respect of WHS matters;
- (b) direct an Employee to comply with the Principal's policies, procedures and directions regarding WHS;
- (c) notify the Principal in the event that an Employee advises Protech of any WHS incident or risk; and
- (d) treat all information regarding the Principals WHS policies and procedures as commercial in confidence.

Site Induction and training

7.4 The Principal must conduct a site/job specific safety induction with the Employee prior to commencement of their duties, and complete and return the Protech new starter induction verification.

Time spent by an Employee in attending inductions will be charged to the Principal at the applicable hourly rate.

7.5 Following the initial induction, the Principal must provide an Employee with sufficient training, guidance and supervision to enable them to work in a manner that is free from risk to their own health and safety (and the health and safety of those who may be affected by their actions).

7.6 The Principal acknowledges that Protech is not supervising or managing the work of an Employee and that the worker is under the direction, control and supervision of the Principal for the duration of each assignment.

7.7 The Principal is responsible for providing all personal protective equipment or clothing required to enable an Employee to perform their work for the Principal safely, unless otherwise specified in the Proposal.

7.8 All PPE provided to a Protech employee must meet as a minimum the Australian standard and training must be provided for its use.

7.9 In the event of injury to an Employee whilst performing work for the Principal, the Principal agrees to assist Protech to meet its obligations in respect of rehabilitation of the injured Employee (including permitting the Employee to work reduced hours or on suitable duties where reasonably practicable).

8. LIABILITY AND INDEMNITY

8.1 The Principal acknowledges that Protech is not liable to the Principal or any third party in respect of any damage, loss or injury of any nature or kind as a result of:

- (a) the engagement of an Employee by the Principal;
- (b) the acts or omissions (whether negligent or otherwise) of an Employee; or
- (c) an Employee not completing their assignment with the Principal.

8.2 The Principal agrees to indemnify, and keep indemnified, Protech and each Protech Personnel, from and against all actions, claims, proceedings, demands, liabilities, penalties, loss, damage, expenses and costs (including legal costs on a full indemnity basis) that may be suffered, sustained or incurred by Protech or any Protech Personnel as a, direct or indirect, result of:

- (a) Protech providing the Services or an Employee engaging in any activity on behalf of the Principal;
- (b) any failure by the Principal to comply with its obligations under any applicable legislation (including but not limited to its obligations to Employees);
- (c) a decision by the Principal to cease using an Employee's services (including any consequential termination of the Employees' employment by Protech);
- (d) any act or omission of an Employee whilst under the Principal's care, direction or control, including the work, training or work experience;
- (e) breach of the Agreement by the Principal; or
- (f) any act or omission by the Principal or its employees or agents.

9. CESSATION OF ENGAGEMENT OF AN EMPLOYEE

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Cessation by Principal

9.1 Excluding situations involving serious misconduct (as defined under the *Fair Work Act 2009* (Cth)), in the event that the Principal wishes to cease using the services of an Employee, it must provide:

- (a) for Temporary Workers – at least 1 days' notice, unless otherwise agreed on the Proposal; or
- (b) for Fixed Term contracts, at least seven days' notice in writing to Protech with the reasons for its decision and specifying the date that they wish to cease the engagement of the Employee.
- (c) for Apprentices or Trainees – at least 30 days' notice, unless otherwise agreed on the Proposal.

9.2 In the event that an Employee is found to have engaged in serious misconduct (as defined under the *Fair Work Act 2009* (Cth)), after full investigation, the Principal will be permitted to cease using the services of the Employee immediately upon written notification to Protech.

9.3 The Principal acknowledges that whilst they can cease using the services of an Employee, they do not have the power to terminate the Employee's employment with Protech and that such power lies solely with Protech.

Cessation by Protech

9.4 As soon as practicable after becoming aware that either:

- (a) an Employee has terminated their employment with Protech; or
- (b) Protech intends to terminate the employment of an Employee,

Protech will notify the Principal in writing and, if known, the date on which the Employee will cease to be available to the Principal and if appropriate provide a suitable alternative.

9.5 by the Principal, retain all moneys paid on account, or cease to provide If an Event of Default occurs, Protech may call up all moneys owed to it further Services and recover from the Principal all loss of profits arising therefrom.

10. TERMINATION OF AGREEMENT

10.1 Subject to clause 10.2, either Protech or the Principal may terminate this Agreement:

- (a) at any time provided at least one month's written notice is provided to the non-terminating party; or
- (b) immediately and without notice in the event of a material breach of the Agreement by the other party (provided the other party has been given written notice of the breach and at least 14 days to rectify the breach).

10.2 The provisions of this contract shall survive termination by the Principal until the Principal has fully satisfied all outstanding fees, expenses and liabilities arising under the Agreement..

11. PPSA

11.1 The operation of this clause 11 enables Protech to have your debt to Protech prioritised ahead of unsecured creditors, but behind secured creditors relates only in the event of you, the Principal, entering into administration or receivership.

The words and phrases in this clause 11 that have defined meanings in the PPSA have the same meaning as in the PPSA unless the context indicates otherwise and a reference to a section shall be a reference to a section in the PPSA.

11.2 As security for the performance of the Principal's obligations pursuant to this Agreement, including payment to Protech of all moneys payable by the Principal, the Principal authorises Protech to list its interest on the Personal Property Securities Register.

For the purpose of Protech registering such security on the PPSR, the Principal irrevocably appoints any two authorised signatories of Protech as its attorney to do all things necessary to create and register each such security interest on the PPSR.

11.3 Each party agrees that

- (a) the Principal may not make an amendment demand in respect of the security interest granted pursuant to clause 11.2;
- (b) to the extent the law permits:
 - (1) Protech need not comply with, and the Principal may not exercise any rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of; and
 - (2) the Principal waives its rights to receive any notice that is required by the PPSA to the extent that such a right can be excluded,

including a notice of a verification statement (but this does not prohibit Protech from giving such a notice); and

- (3) despite anything else in this document, neither party may disclose any information in connection with this document under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

11.4 The Principal must notify Protech in writing at least 14 days before it does anything which may affect the effectiveness of Protech's security interest.

11.5 The Principal irrevocably agrees to:

- (a) sign any further documents and/or provide such further information (which information the Principal warrants to be complete, accurate and up-to-date in all respects) which Protech may reasonably require to enable the registration of a financing statement or financing change statement on the PPSR in Australia; and
- (b) use its best efforts to do anything which Protech asks and considers necessary for the purposes of Protech exercising its rights in connection with its security interest.

12. WARRANTY

12.1 The Principal represents and warrants to Protech that:

- (a) the information in the Agreement, and any other information provided by, or on behalf of, the Principal to Protech in anticipation of the entry into, or during the term of, this Agreement, is true and accurate, correct, complete and not misleading;
- (b) the person(s) signing on behalf of the Principal are duly authorised by the Principal to apply for credit and execute the Application on the Principal's behalf, and the person(s) signing on behalf of the Principal represent and warrant the same;
- (c) it is able to pay its debts as and when they become due to Protech; and
- (d) there is no other material circumstance or event that is known by the Principal which, if known by Protech, would be likely to affect the consideration by Protech as to whether or not to grant a credit account to the Principal.

12.2 The representations and warranties in the Application will be deemed to be repeated each time an order for services and/or goods is lodged with Protech, and the Principal acknowledges that Protech relies upon such representations and warranties in determining whether to continue to provide Services on credit to the Principal.

13. COMMERCIAL CREDIT INFORMATION

The Principal authorises Protech:

- (a) to request commercial credit reports containing information about its commercial credit arrangements from commercial credit reporting businesses for the purposes of assessing the Application and its commercial creditworthiness or in connection with any related purpose or the attached Guarantee;
- (b) to give commercial credit reporting businesses information to enable them to create and maintain information files containing creditworthiness information about it;
- (c) to disclose commercial credit reports or any personal information derived from commercial credit reports, and any information about my commercial credit arrangements to Protech, any Related Bodies Corporate of Protech, any agent of Protech, any of its current or potential guarantors, and any other current or potential provider or commercial credit to it;
- (d) to exchange information with other credit providers and any collection agents of Protech, any of Protech's Related Bodies Corporate and any current or potential provider or commercial credit to it.

14. MISCELLANEOUS**Relationship with Employees**

14.1 Nothing in the Agreement is to be construed as creating or implying an employment relationship between the Principal and an Employee.

Entire agreement

14.2 This Agreement contains the entire agreement between the Principal and Protech with respect to its subject matter.

It sets out the only conduct relied on by Protech and the Principal and supersedes all earlier representations, conduct, contracts, expectations or arrangements by Protech or the Principal with respect to its subject matter.

Jurisdiction

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14.3 The parties submit to the non-exclusive jurisdiction of Queensland and the law applying in that State is the proper law governing the Agreement.

Severance

14.4 If a provision, or part of a provision, of the Agreement is void or voidable, that provision, or part, is severed and the remainder of the Agreement has full force and effect.

Variation

14.5 Protech may vary or amend the Agreement at any time upon giving at least 7 days written notice to the Principal. However, any proposed changes to the details set out in the Application must be agreed in writing between Protech and the Principal.

Assignment

14.6 The rights and obligations of each party under the Agreement are personal. They cannot be assigned, charged or otherwise dealt with (except as expressly provided to the contrary), and neither Protech nor the Principal will attempt to purport to do so, without the proper written consent of the other.

Waiver

14.7 No failure to exercise or delay in exercising any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

Job Active Eligibility

14.8 The Principal acknowledges that Protech may provide assignments to registered job seekers who may be eligible for government funding.

14.9 Nothing in this Agreement shall be inferred so as to impose any obligation upon the Principal to procure any at all or a minimum of services or Employees from Protech