



General Terms and Conditions of Service

1. *Background*

- a. This document defines the basic terms and conditions (“terms”) which will apply to all the work undertaken by Shishya PNG Limited or Shishya Australia Pty Ltd (“Shishya”).
- b. All the work will be undertaken only after an engagement letter (“services”) is agreed and signed.
- c. In case there is any dispute between this terms and the engagement letter, the terms of engagement letter will prevail.

2. *Our responsibility*

- a. Our responsibility in relation to an engagement will be limited to the services listed in the scope section of such engagement. Shishya will make all reasonable efforts to complete the services in a timely, efficient and professional manner.

3. *Your responsibility*

- a. You agree to pay for our services mentioned in the engagement letter.
- b. You will provide Shishya with any information which is necessary for the proper performance of our services including access to your office records, technology, documents, information, systems and premises.
- c. Shishya is entitled to rely upon the information provided by the company or others representing for the company without carrying out an independent verification.
- d. You will ensure responsibility of the use, dissemination and storage of any information or advice provided by us in the delivery of services
- e. Should anything happen after the delivery of information, or advice by Shishya which renders such information or advice as untrue, unfair or misleading, you agree to bring it to our

information immediately. We will take all steps to ensure that all such documents issued to you and which refers to, based on or contains such information, is updated.

- f. Any information made available by you or any officer of your company to any other person not engaged in this engagement will not be treated as made available to Shishya.

4. *Confidentiality*

- a. Both the parties agree to maintain confidentiality of any information acquired during the course of their association, whether proprietary in nature or not unless otherwise required by the law.
- b. All advices provided by Shishya are solely for your benefit and should not be divulged to any third person.

5. *Fees and related terms of payment*

- a. The standard terms of payment of fees are 14 days from the date of invoice failing which interest of 2% above 180 day bank bill rate may be charged
- b. All time based fees will be charged using the charge rate existing on the day services were rendered. We review our charge rate every six months.
- c. Out of pocket expenses and GST will be charged separately.

6. *Electronic mail*

- a. Where we transmit information electronically you agree to release us from any claims arising out of unauthorized copying, editing, printing or sharing of information contained therein.
- b. You may not rely on any electronic transmission unless it is subsequently confirmed by fax or



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letter signed by Director or another person authorized by the Board of Director.

7. Dispute resolution

- a. Any dispute arising on any of the matters contained in this agreement will be mutually resolved and no parties will resolve to legal means until and unless no alternative is available.
- b. Shishya holds the right to suspend services if fees remain unpaid above normal terms owing to unsettled dispute.

8. Governing Law and Jurisdiction

- a. The law governing this agreement will be the applicable laws of PNG/ Australia and in case of any dispute both parties agree to resort to courts only within the jurisdiction of PNG/ Australia.

9. Indemnity

- a. You agreed to indemnify Shishya and each of its directors from any loss or damage arising out of
 - i. Misleading information /misrepresentation from/by you;
 - ii. Breach of action under this contract by you;
 - iii. Actions of third party basing their actions on any advice giving exclusive to you.

10. Limitation of liability

- a. Shishya will not accept responsibility for loss or damage arising to you where it has taken reasonable care in performance of the services under this agreement.
- b. Where there is any neglect or omission on our part we will take all efforts to make good the loss if any suffered however limited to a

maximum of the fees charged under this agreement.

11. Force majeure

- a. No parties will be held responsible for non performance of duties under this agreement due to fire, storm, curfew, flood, earthquake, tsunami, war, labour dispute, law and order situation etc.
- b. However they are still responsible and required to take all reasonable efforts to complete their duties as soon as practicable.

12. Variation

- a. No terms of this agreement can be varied unless until agreed in writing by both parties