

Terms & Conditions

For provision of services by NCI Group Australia Pty Ltd ABN 75 126 789 099 and Assure GP Pty Ltd ABN 92 658 410 747 Trading as Assure Global Plus (we/us).

These General Terms and each Proposal attached to an application for appointment (collectively, the Appointment Form) form the basis of our agreement with you (and may be added to or amended).

You accept our offer of Services if you:

- (a) Sign and return the Appointment Form; or
- (b) Continue to instruct us (either orally or in writing) to provide the Services, regardless of whether you sign the Appointment Form.

1. Appointment Form

- a. We will perform the Services generally in accordance with these General Terms and each Appointment Form that you sign with us.
- b. The Appointment Form itself may take different forms, including a formal application form or more informal communications such as email. If there is any inconsistency between these General Terms and the Appointment Form, the Appointment Form will prevail.
- c. Each Appointment Form that you sign in relation to each engagement with us will be governed by these General Terms.

2. Our Services and Fees

- a. Services
 - i. The Appointment Form will describe the Services that we will undertake for you and the Fees payable for those Services.
- b. Fees
 - i. Depending on the Services specified in the Appointment Form, our Fees may be a combination of hourly rates, fixed prices for specific services and a commission in relation to contingent collections or recoveries, together with provision for recovery of disbursements we incur when performing the Services.
 - ii. Payment for our Fees must be paid by direct deposit into our nominated bank account and otherwise is accordance with the terms specified in the Appointment Form.
- c. Interest

- in any way, as we will be relying upon that information being complete and accurate;
2. you will not do anything that impacts on the Recovery Action or the ability to recover Recovery Expenses;
 3. you will cooperate with us in relation to the Recovery Action including providing additional information and instructions when requested and sign any further documents we reasonably require in connection with the Recovery Action; and
 4. you will comply with your obligations under these General Terms in relation to all matters associated with any Recovery Action that is taken (collectively, the Client Obligations).
- ii. You agree to comply with all the Client Obligations.
 - iii. You must indemnify us in relation to any Claim made against us or any Loss we suffer as result of our failure to comply with any of the Client Obligations.
- b. Communications with Debtor:
- i. You must:
 1. notify us within one Business Day of receiving payment (in whole or part) of the Debt by or on behalf of the Debtor;
 2. immediately notify us if you receive any communication (whether verbal or in writing) from a Debtor regarding the Debt;
 3. notify us immediately if you have any additional Debt Information that you have not provided to us;
 4. not negotiate with or communicate with the Debtor in relation to the Debt, nor agree to any Compromise of the Debt, unless we consent in writing.
 - ii. If, without our written consent, you agree with a Debtor to Compromise payment of the Debt (including for a reduced amount of the Debt or Recovery Expenses that may be recovered) then:
 1. any Fee we are entitled to receive in relation to the recovery of that Debt will be charged on the full amount of the Debt and not on any reduced amount, as if the Debt was not Compromised; and
 2. you must pay us the amount of Recovery Expenses that we incurred in relation to the collection of that Debt which can no longer be recovered from the Debtor as result of the Compromise.
- c. Settlement Agreements
- i. When we take Recovery Action we may wish to negotiate a settlement agreement with the Debtor in relation to payment of the Debt (Settlement Agreement).

- ii. We will act reasonably in determining the terms of any Settlement Agreement, considering our assessment of the likelihood of succeeding in Court Proceedings and otherwise the ability to recover payment of the Debt from the Debtor.
- iii. You agree to accept our recommendation in relation to the terms of any Settlement Agreement (which may include an agreement to compromise the Debt and accept an amount lower than the full amount of the Debt) that we propose and agree to execute any document required record the terms of that Settlement Agreement.
- iv. You agree that if you do not accept the terms of a Settlement Agreement that we recommend:
 1. we may give you notice changing the basis upon which we will charge our Fees in relation to the recovery of that Debt;
 2. our Fees in relation to our Services for the recovery of the Debt will no longer be charged on a commission basis and that we may charge you on a time basis (at our standard hourly rates) for the Services provided up to the time that you refuse to accept the terms of the Settlement Agreement;
 3. we may recover from you any Recovery Expenses that we have incurred in relation to the recovery of the Debt;
 4. any further Services that we provide for the recovery of the Debt will be charged on a time basis and you will be responsible for paying any future Recovery Expenses that are to be incurred; and
 5. the indemnity we give you against an Adverse Costs Order will no longer apply.

5. Costs In Court Proceedings

- a. If court proceedings are taken on your behalf:
 - i. The court might order the Debtor to pay your costs. You agree we may take such action as is necessary to recover payment of those costs from the Debtor;
 - ii. The court may order that you pay te Debtor's costs (eg. if you are unsuccessful in Court Proceedings). (Adverse Costs Order).
- b. Except to the extent that an Adverse Costs Order arises due to any breach or default by you under these General Terms (including any breach by you of the Client Obligations) we will indemnify you against any Adverse Costs Order that is made against you in any Court Proceedings we undertake on our behalf.

6. Termination of this Agreement

- a. You may terminate this Agreement and the delivery of our Services if we commit a material breach our obligations under these General Terms and do not remedy that breach within 30 days of being given written notice to do so.
- b. We may terminate this Agreement and the delivery of our Services, and immediately cease all Recovery Action, if you:
 - i. breach these General Terms or anything contained in the Application Form, including but not limited to breaching any of the Client Obligations;
 - ii. require us to act unlawfully or unethically;
 - iii. do not promptly give us adequate instructions or Debt Information whenever we request;
 - iv. failed to accept or agree to the terms of a Settlement Agreement that we propose; or
 - v. become an externally administered body corporate within the meaning of the Corporations Act.
- c. We will give to you reasonable notice if we intend to terminate this Agreement.
- d. If this Agreement is terminated by either of us you agree that we are entitled to all Fees up to the termination and will be entitled to retain possession of all documents in our possession until we have received payment of those Fees. You acknowledge and agree that we have such a lien over your documentation.
- e. If we terminate this Agreement because of your breach or default, then:
 - i. we may recover from you our Fees and all Recovery Expenses incurred to the date of termination on the same basis as set out in clause 4(b)(ii); and
 - ii. the indemnity we give against Adverse Costs Orders will no longer apply.

7. General Matters

- a. Any amendments to these General Terms must be made in writing or if agreed verbally between us, must be confirmed in writing within a reasonable time after such verbal agreement.
- b. You agree that we may use email to communicate with you and may use the email address that you provide to us for that purpose. You agree to release us from any liability for any loss which you might incur if an email is intercepted or corrupted during transmission or if a document which we prepare for you is altered by you or any other party without our written consent.
- c. Personal information about you, provided by you or other sources, is protected under the Privacy Amendment (Private Sector) Act 2000. Disclosure of such information may be compelled by law (eg. under the Social Security Act). You also authorise us to disclose such information where necessary to others in

furtherance of your claim/matter (eg. to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

- d. This agreement is governed by the laws of Queensland and each of us agree to submit to the non- exclusive jurisdiction of the courts of Queensland.
- e. You agree that we can assign, novate or otherwise transfer any of our rights or obligations under the costs agreement we have entered into with you without the need to obtain your consent.
- f. These General Terms and the Appointment Form may be executed, in original form, by facsimile transmission or by electronic signature, and in any number of counterparts each of which will be considered to constitute the same instrument.
- g. If you are referred to us by a Third Party, and you have engaged us to pursue recovery action pursuant to these Terms and Conditions and the Appointment Form, we may pay a referral fee, commission or other benefit to the Third Party for the referral.
- h. Any referral fee, commission or other benefit payable to the Third Party will be at our expense and will not be payable by or passed on as an expense to you.
- i. Any provision of these General Terms or our engagement letter that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of these terms and the Appointment Form.

8. Authority to Release Funds

- a. You revocably agree and authorise us to direct payment of any Amount Recovered to pay our Fees and the amount of any Recovery Expenses for which we are entitled to be reimbursed, from any person holding the Amount Recovered including any lawyers that we engage on your behalf as part of the Recovery Action and that we may give such an authority or direction to those lawyers on your behalf.

9. Personal Responsibility

- a. In consideration of our providing the Services each person who signs the Appointment Form or otherwise gives us instructions to act (irrespective of the capacity or authority they had to sign the Appointment Form or to give us instructions), acknowledges and agrees they are jointly and severally liable for the payment of our Fees as if they were named as the Client in these General Terms or in the Appointment Form. Each such person agrees to indemnify us for any Loss we suffer because the Client does not pay our Fees for any reason.
- b. You agree that we may accept instructions from those persons who represent to us that they are authorised to provide instructions on behalf of the Client (for

example, other directors, business partners, employees, accountants, approved licensed Tradespeople and other advisers) and that in the case of joint Clients, we may act on instructions given by either Client.

- c. You acknowledge that we will use and rely primarily on the Debt Information that you provide without having an opportunity to independently verify or assume responsibility for the accuracy or completeness of such information.

10. Definitions

In these General Terms the following terms have the following meanings:

Amount Recovered means the amount of a Debt recovered from a Debtor.

Claim includes, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Compromise means to agree to accept a reduced amount of the Debt, or payment of the Debt without payment of Recovery Expenses.

Court Proceedings means proceedings instituted in a court or tribunal for the recovery of the Debt.

Debt means the sum owing to you by a Debtor as described in the Application Form, for which you have appointed us to recover pursuant to these General Terms, including accrued interest and costs.

Debt Information means all information that you have within your possession or control in relation to the Debt and the Debtor, including but not limited to documents and, invoices.

Debtor means a party owing the Debt to you.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Recovery Action means any action we take to recover a Debt including:

- a. commencing recovery action against the Debtor including sending letters of demand and making telephone calls;
- b. engaging lawyers and barristers;
- c. commencing Court Proceedings;
- d. obtaining judgement against the Debtor in relation to Court Proceedings and taking action to enforce any judgement obtained; and

- e. such other steps as we reasonably consider appropriate to recover the Debt.

Recovery Expenses means the expenses we incur in connection with the action taken by us to recover a Debt, including legal fees, barrister's fees, search fees, the cost of expert consultants and court filing and lodgement fees.

Third Party means a person or entity besides the Client and Agent subject to these Terms and Conditions and the Application Form.