

# ÂTAS.GROUP GENERIC TERMS OF ENGAGEMENT

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## INTRODUCTION

Normally, before any in-depth activity is undertaken, either a Memoranda of Understanding or a specific contract(s) will be signed between the Parties. To avoid misunderstandings, Default Terms of Engagement (DTOE) are presented.

“Company” refers to the entity wishing to engage with the ATAS.GROUP.

The DTOE may be modified for specific applications as required.

## RESOURCES

### TAXES & BANK CHARGES

All payments are net of any and all direct or indirect taxes, duties, bank charges or other similar charges or withholdings at source of payment, which may be due in the agreed Base locality or Site of Activity. The ATAS.GROUP is responsible for any other taxes due outside the above agreed localities.

### CURRENCY

United States Dollars is the default currency of the ATAS.GROUP (USD \$). Other currencies by prior formal arrangement. Crypto-currencies may be acceptable in part payment in future.

### ESTIMATED EXPENSES

The estimated expenses, which are charged at actual cost:

1. Return air-fares (economy if available or if the flight is under five hours) From Base to Site – upfront payment
2. Miscellaneous travel charges: taxis and visas USD \$250
3. If paper reports are required, additional costs may be incurred.

Notes:

1. Items 1 to 3 above are charged based on the actual costs, supported by receipts;
2. On-Site, The Company would be expected to meet all transport, meals and accommodation costs. Additionally, on-site, access to Internet and possibly limited other Company IT resources e.g., printing, photocopying would be an advantage.

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## PROFESSIONAL FEES

The professional fees would be levied:

1. For Desk research or IT projects based on agreed days;
2. Site visits only for days spent on site and the follow up research and report. No charge for travel unless journeys exceed one day (or change flights to business class).
3. Example: X Days on site @ \$USD 850 per day; or as agreed in specific contract

## IT & DIGITAL SERVICES

If the Proposal contains IT &/or digital services, including, e.g., but not limited to:

1. Web based applications: PC; Android; Apple or independent
2. Macros, or programs
3. Third Party IT modules and complete turn-key systems (usually covered under separate contract)

Development and support will be provided as specified in the MOU/Contract. On-going support would not be provided past 30 calendar days and in any event would usually only apply if the supplied IT/Digital services specifically developed by ATAS.GROUP were faulty and there were no outstanding account matters. Any third party IT/Digital services would be covered by the respective provider, not ATAS.GROUP

## PAYMENT TERMS

The net professional fee to be paid to for the basic project is a fixed fee. Software or technical training/demo will require a separate invoice covering the agreed additional charges.

**Note:** This paragraph is subject to specific conditions to comply with all local tax law provisions and is presented as a non-binding example only. The invoice will quote the gross professional fee of **USD \$ XXX**, which is inclusive of withholding/value added or other specific tax estimated to be y% of gross fee. The Company will withhold the a percentage to cover withholding tax, etc.

Terms of payment in respect of professional fees area as follows:

1. For new projects, a down payment of 50% of net professional fees payable before commencement of the project;
2. Final payment of remaining 50% of Professional Fees plus adjustment of any claimable expenses upon submission of the final report;
3. After “satisfactory” presentation of the final report, daily rates will apply to any further work and will be invoiced monthly; with,  
“Satisfactory” means either formally signing off project or not indicating any issues back to the author with the report or project for 30 consecutive days after final report presentation date.

As noted above, it is the responsibility of The Company to ensure that any statutory, corporate, personal or other taxes, payable in and including value added taxes, are paid in accordance with appropriate regulations in the site jurisdiction.

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Invoices will be sent in PDF format and are to be paid by direct credit to the nominated bank account as stated on the invoice within 7 business days from the date of receipt. Interest will be charged on amounts not paid after 60 calendar days at BNZ credit card penalty monthly rates or other specific agreed monthly rate as set out in the contract.

## LEGAL

### CONFIDENTIALITY

1. The ATAS.GROUP shall take all reasonable steps to ensure that any subordinates, sub-contractors, agents or advisers do not disclose confidential information to any third party without first obtaining the written consent of The Company and further agrees that it shall use confidential information only to perform the services pursuant to this Agreement and for no other purpose.
2. "Confidential information" means all data and information hereto or hereafter disclosed by, or on behalf of, The Company to ATAS.GROUP in connection with the services pursuant to this Agreement identified in writing or documentary form as confidential by The Company, and all data and information developed by the ATAS.GROUP hereunder that contain The Company's confidential information.
3. Nothing in this Agreement shall be construed or interpreted as limiting the right of the ATAS.GROUP to use information which:
  - a. The ATAS.GROUP can demonstrate by competent evidence to have been in its possession prior to the first disclosure by The Company, provided the ATAS.GROUP has the right of free and unlimited disclosure thereof; or
  - b. is presently or hereafter becomes, without default by the ATAS.GROUP of the obligations of confidentiality pursuant to this Clause, a part of the public knowledge or literature; or
  - c. The ATAS.GROUP acquired from a third party, and reasonably believes it did not acquire that information directly or indirectly from The Company under an obligation of confidentiality.

### LIABILITY

The services performed by The ATAS.GROUP is in accordance with the generally accepted sound standards of care, diligence and skill applicable to the class of services. The ATAS.GROUP shall not be liable for any loss or damage or for the loss of production or profit, or for any other indirect or consequential damage, arising from the services provided pursuant to this Agreement.

### TERMINATION OF AGREEMENT

1. The parties may terminate this contract by mutual agreement at any time; otherwise,
2. The ATAS.GROUP or The Company. may terminate this agreement by giving 30 days notice in writing of the date of such termination and in that event The ATAS.GROUP can be paid up to the date of termination in accordance with the Payment Terms set out in the agreed proposal which forms part of this Agreement.

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## INDEMNITY

The Company indemnifies The ATAS.GROUP from and against all actions, claims, demands, losses, damages, costs and expenses for which The ATAS.GROUP may be, or become liable, where it is caused or contributed to by a negligent act of The Company.

The ATAS.GROUP indemnifies the Company from and against all actions, claims, demands, losses, damages, costs and expenses for which The Company may be, or become liable, where it is caused or contributed to by a negligent act of The ATAS.GROUP.

## DISPUTE

Should the two parties fail to resolve any differences of expectation, interpretation *etc.* which cannot be resolved amicably through face to face, spoken or written communications, then as a last resort.

1. If a dispute between The Company and The ATAS.GROUP arises out of, or in connection with this contract, then if either party may refer the dispute to arbitration of a single arbitrator to be appointed by mutual agreement in advance in the specific contract. The decision of the arbitrator shall be final and binding between the parties. The proceedings will be conducted in the English language.
2. In the event of arbitration, any awards of compensation or damages shall be limited to and not exceed the maximum amount of “professional fees” payable under the current proposal, i.e. USD \$XXX
3. Notwithstanding the existence of a dispute, each party shall continue to perform their obligations under the contract.
4. In the event of any dispute involving any documents translated by The ATAS.GROUP at the request of the client to another language, the English version shall prevail.

## APPLICABLE LAW AND LANGUAGE

This agreement shall be governed by the laws of New Zealand, or as agreed in advance. Unless specified in writing, any legal or interpretation matters pertaining to this proposal shall be based on the English language version only.

## FORCE MAJEURE

No delay in, or failure of performance by either party, other than payment of money, shall constitute default hereunder if, and to the extent, such delay or failure is caused by an occurrence or occurrences beyond the control of the party otherwise required to perform and which by the exercise of reasonable diligence by the said party could not have been prevented.

## CHANGES

The Company's project management representative and The ATAS.GROUP may agree in writing to changes in the work, provided that such changes do not materially alter the general scope of the work, as outlined in the proposal for services.

An equitable adjustment can be agreed upon the schedule for completion to take account of any such change(s). Should changes be required that materially alter the scope, as outlined herein, The ATAS.GROUP may agree to such changes, depending on appropriate revisions to the

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project work schedule, with any MOU or Contract variations, project payments due to The ATAS.GROUP being reflected in the appropriate written MOU/Contract variation signed by all parties.

## OTHER AGREEMENTS

There are no other agreements, warranties, or understandings other than those contained in the proposal and this Agreement with regard to this project. This proposal and Agreement supersedes all previous proposals, Agreements, understandings, and/or correspondence.

## EXPIRATION

This proposal is valid until valid for two months or 60 calendar days. After that date, The ATAS.GROUP reserves the right to adjust the terms, conditions, schedule(s) of the proposal and this Agreement.

## COPYRIGHT

Copyright for existing copyrighted resources shall reside with the original copyright holder with any new information that is developed having all rights including copyright attributed to the parties to this agreement.

## AGREEMENT ACCEPTANCE

Please signify your acceptance of this service agreement by signing below and returning one original or PDF copy to The SSP.

### **Company (Client)**

By:

Title:

Date:

Signature:

### **Specialist Service Provider (ATAS.GROUP) INNER CIRCLE MEMBER**

By:    Title:    Date: