

AGILITY OMSB SERVICES AGREEMENT

Dated 2017

PARTIES

AGILITY PROJECT LOGISTICS PTY LTD (ACN 082 751 460) of 28-32 Sky Road,
Melbourne Airport, Victoria, Australia, 3045

AND

[INSERT] (ACN/ABN [INSERT]) of [INSERT] (the "Customer")

(Collectively the "Parties")

RECITALS

- I. The Customer requires Agility to provide Services at the Agility Onslow Marine Supply Base ("**Agility OMSB**").
- II. This Services Agreement sets out the terms and conditions on which Agility will provide Services to the Customer.
- III. In consideration of the provision of Services by Agility, the Customer agrees to pay Agility such amounts as may become payable under the terms of this Services Agreement and in the manner prescribed in this Services Agreement.
- IV. In consideration of the payments to be made by the Customer to Agility under this Services Agreement, Agility agrees to provide Services on the terms and conditions set out in this Services Agreement.

THE PARTIES AGREE AS FOLLOWS:

SERVICES AGREEMENT

- A. The following terms and documents ("**Contract Documents**") comprise this Services Agreement:
 1. The terms of this Services Agreement
 2. Agility Onslow Marine Supply Base Terms and Conditions (**the Agility OMSB Terms and Conditions**)
 3. Agility Handbook

4. Schedule A - Agreed Rates and Charges
5. Schedule B – Special Conditions

- B. The Contract Documents forming this Services Agreement are to be taken as mutually explanatory of one another. If there is any conflict between the Contract Documents or any inconsistency, ambiguity or discrepancy in the Contract Documents they will rank in order of precedence set out above. Terms used in this Services Agreement which are not defined adopt the meanings given in the other Contract Documents in order of precedence set out above.
- C. The Parties acknowledge and agree that this Services Agreement governs and applies to all Services provided by Agility to the Customer unless the Parties agree otherwise in writing.

TERMS OF THE SERVICES AGREEMENT

1. Definitions

In this Services Agreement:

- (a) **“Agreed Rates and Charges”** means the rates for any and all Services as detailed in Schedule A and which may differ to the Fees and Charges provided in the Terms and Conditions;
- (b) **“Agreed Rates and Charges Review”** means a review of the Agreed Rates and Charges to be conducted between the parties.
- (c) **“Customer”** means the party identified in the Services Agreement as Customer and includes all subcontractors (including where the subcontractor is a Vessel owner, operator or charterer), affiliates, subsidiaries, employees, officers, agents, and servants of that party and where the Customer is a Vessel includes the Vessel's owner, operator, charterer, Master and agents;
- (d) **“Expiry Date”** means the date two years from the date of execution of this Services Agreement.
- (e) **“Term”** means the period of this Services Agreement commencing on the date of execution of this Services Agreement and terminating on the Expiry Date or as terminated in accordance with the Agility OMSB Terms and Conditions
- (f) **“Vessel”** means any craft or other contrivance used, or capable of being used, as a means of transportation on water.

2. Provision of Services

2.1 Scope

- (a) During the Term, Agility agrees to provide Services (as defined in the Agility OMSB Terms and Conditions) to the Customer at the Agility OMSB for the

Agreed Rates and, where a particular Service is not provided for an Agreed Rate, at the rates as provided in the Fees and Charges.

- (b) Unless a party notifies the other party in writing not less than three months prior to the Expiry Date, this Services Agreement will be extended for a further term of two years. An Agreed Rates and Charges Review must be completed not less than three months prior to the Expiry Date of the Term or any extended term.
- (c) Any Services provided under an extended term of this Services Agreement will be paid for by the Customer in accordance with the rates and charges as agreed in the Agreed Rates and Charges Review which was undertaken prior to the three month period immediately preceding such extended term.
- (d) Agility shall provide all services including labour, materials, plant and all other things required for the execution and completion of the Services.
- (e) In providing the Services, Agility may use its absolute discretion as to the means, methods, techniques, sequences, procedures and controls in connection with the provision of the Services.

3. Representations and Warranties

Each Party represents and warrants to each other Party that:

- (a) at the commencement of this Services Agreement it is a company limited by shares duly formed and validly existing under the laws of its jurisdiction of incorporation;
- (b) this Services Agreement has been duly executed by it and constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this Services Agreement;
- (c) it has the corporate power and authority to enter into and perform its obligations under this Services Agreement; and
- (d) all necessary Government, shareholder and corporate authorities, approvals and other actions have been taken to authorise the execution, delivery and performance of this Services Agreement and such execution, delivery or performance shall not result in the requirement to deliver any notice to or filing with any Government body.

4. Payment

Payment to Agility by the Customer for the Services is to be made in accordance with the Agility OMSB Terms and Conditions.

5. Variations

5.1 At any time during the Term, Agility may by notice in writing to the Customer, vary or introduce new Services, Fees and Charges or Handbook to be provided to the Customer as a consequence of, but not limited to:

- (i) a change in the nature, quality, timing or sequence of portions of the Services at the direction of the Customer;
- (ii) an increase in the costs to provide the Services which are beyond the control of Agility;
- (iii) additional work being required to perform the Services; or
- (iv) any legislative or regulatory change or direction or order from a governmental authority.

SCHEDULE A

AGREED RATES AND CHARGES

(to be inserted)

SCHEDULE B

SPECIAL CONDITIONS

(to be inserted or Not Applicable)

EXECUTED by **Agility Project Logistics Pty Ltd** (ACN 082 751 460):

.....
Director

.....
Name of Director (*please print*)

.....
Director/Secretary

.....
Name of Director/Secretary (*please print*)

EXECUTED by [*insert Customer's Name*] (ACN _____):

.....
Director

.....
Name of Director (*please print*)

.....
Director/Secretary

.....
Name of Director/Secretary (*please print*)