



Hashlock Pty Ltd
ABN: 80 659 258 849
Unit 305, 215-217
Pacific Highway
CHARLESTOWN NSW 2290
Ph: +61 421 497 061
info@hashlock.com.au

Re: Terms and Conditions

Terms and conditions

1 Engagement and Term

1.1 Engagement

The Client engages Hashlock to provide the Services on these terms and conditions.

1.2 Commencement

The Engagement commences as and from the date that the Client accepts the Proposal.

1.3 Duration

The Engagement will end upon termination of the Engagement in accordance with these terms and conditions.

2 Services

2.1 Provision of Services

- (a) Hashlock will provide the Services to the Client throughout the term of the Engagement.
- (b) The Services will be provided:
 - (i) in a thorough and professional manner;
 - (ii) with reasonable expedience, having regard to the requirements of the Client; and
 - (iii) in accordance with the standards that are expected within the industry.
- (c) Where the Proposal specifies any assumptions made by Hashlock:
 - (i) the Services will be provided on the basis that the assumptions are true and correct in every particular;
 - (ii) the Client must, at all times and from time to time notify Hashlock if an assumption is not, or ceases to be, accurate; and
 - (iii) Hashlock reserves the right to amend the Proposal at any time if there are any changes to the assumptions.

2.2 Hashlock's Personnel

- (a) Hashlock will engage such personnel as it deems necessary to provide the Services.
- (b) Hashlock will at all times be responsible for all costs associated with the employment or engagement of its personnel.

(c) The Client must not engage in, or allow, any conduct that would result in Hashlock breaching a workplace law in respect of Hashlock's personnel.

(d) The Client hereby indemnifies Hashlock from and against any Claim or Loss arising out of or in connection with a breach of clause 2.2(c) of these terms and conditions.

2.3 Disclaimer

(a) The Client acknowledges that, unless specified otherwise in the Proposal, Hashlock's Services are limited to advisory work, having regard to the knowledge, skills and expertise of Hashlock's personnel, and the implementation of strategies that are approved by the Client.

(b) The Client remains solely responsible for operation of its own business and the manner in which its business is operated.

(c) Upon delivery of the Services, the Client expressly acknowledges that it will rely upon its own skill, judgment, and expertise in the:

- (i) evaluation of the advice provided by Hashlock and the manner (if at all) in which that advice is implemented within the Client's business;
- (ii) consideration as to whether Hashlock's recommendations (if any) ought to be implemented; and
- (iii) operation of its business as a whole, whether in a manner which includes Hashlock's recommendations or otherwise,

and any reliance upon Hashlock's advice is limited to assisting the Client in forming its own view as to how it will market, promote and carry on its business.

(d) The Client hereby:

- (i) releases Hashlock from and against any Claims arising out of or in connection with this Engagement and the operation of the Client's business;
- (ii) indemnifies Hashlock from and against any Loss that Hashlock may suffer or incur arising out of or in connection with the Client's operation of

its business, including any Claim that is made by a third party against Hashlock;

- (iii) acknowledges that it is contracting with Hashlock and not any of Hashlock's officers, employees or associated entities; and
- (iv) acknowledges that it has and will have no Claim whatsoever against any of Hashlock's officers, employees or associated entities that arise out of or in connection with the Services.

2.4 Variations

- (a) If the Client wishes to vary the Services to be provided by Hashlock (**Variation**) it must give written notice to Hashlock.
- (b) As soon as practicable after receiving a request for a Variation, Hashlock will provide the Client a written estimate of the:
 - (i) effect of the Variation on the delivery of the Services; and
 - (ii) cost of the proposed Variation.
- (c) If, after receipt of the written estimate referred to in clause 2.4(b), the Client wishes to accept the Variation it must do so in writing. Upon acceptance by the Client, the Variation will form part of the Proposal as if it was included in the Proposal.

2.5 Cancellation of Engagement

- (a) The Client may cancel the Engagement provided that Hashlock has not commenced any work.
- (b) If the Client cancels the Engagement pursuant to clause 2.5(a), Hashlock will refund any funds already paid by the Client, less any amounts already incurred by Hashlock (including on account of administration costs) or payable to third parties. Hashlock will process the refund to the Client within 28 days of the Client providing notice of the cancellation to Hashlock.
- (c) For the avoidance of doubt, if the Client cancels the Engagement after Hashlock has commenced work, the Client will forfeit any amounts already paid as liquidated damages.
- (d) The Client acknowledges and agrees that the liquidated damages payable

under clause 2.5(c) is a genuine pre-estimate of the loss and damage that Hashlock stands to suffer or incur as a result of the cancellation of the Engagement.

3 Fees

3.1 Fee structure

Hashlock's fees will be as specified in the Proposal.

3.2 Payment of Fees

The Client must pay Hashlock's fees in consideration for the provision of the Services.

3.3 Fees

- (a) Hashlock's fees as specified in the Proposal is based on the scope specified in the Proposal.
- (b) If the Client requests Hashlock to undertake any work or services not specified in the Proposal, Hashlock may charge the Client separately for that work.
- (c) Work undertaken by Hashlock outside of the scope of work or services in the Proposal will be charged by Hashlock at its then-current hourly rates.
- (d) While Hashlock will endeavour to provide the Client with prior notice of any out-of-scope work, the Client will remain liable to pay for that work even if it does not do so.

3.4 Out of pocket costs

- (a) The Client must pay all out of pocket expenses paid or payable to third parties in connection with the provision of the Services.
- (b) At Hashlock's election, out of pocket expenses may:
 - (i) be paid by Hashlock and recovered from the Client; or
 - (ii) passed onto to the Client before they are incurred so that they may be paid directly to the applicable third party.

3.5 Tax Invoice

- (a) Hashlock will issue regular tax invoices in respect of the fees and out of pocket expenses incurred by the Client.
- (b) The tax invoice must specify the due date for payment of Hashlock's fees, and any other payment terms applicable to the Engagement.

- (c) The Client must pay the fees specified in Hashlock's tax invoice by the due date for payment and in accordance with the payment terms set out therein.
- (d) The Client hereby indemnifies Hashlock from and against all costs and expenses arising out of the Client's failure to pay any invoice as and when it falls due, including any interest and costs (including legal costs) associated with taking debt recovery action.

3.6 Interest

- (a) Hashlock may charge interest at a rate of 15% per annum on any unpaid portion of its fees.
- (b) Any interest charged under clause 3.6(a) will:
 - (i) be calculated from the date that payment fell due until the date that payment is made; and
 - (ii) accrue daily and compound monthly.

3.7 Suspension of Services

Hashlock may, at its absolute discretion, suspend the provision of the Services (including the removal of any online material that may be current or live on the internet) in the event that the Client fails, refuses or neglects to pay its fees or disbursements as and when they fall due.

3.8 Security

As security for performance of the Client's obligations under these terms and conditions, the Client charges all of its present and after acquired property in favour of Hashlock.

4 Resources

4.1 Client obligations

- (a) The Client must provide Hashlock with all information and resources required to provide the Services.
- (b) Without limiting the generality of the foregoing, the Client must provide Hashlock with:
 - (i) access to all data which relates to the Client's business;
 - (ii) access to any intellectual property which relates to the Client's business;
 - (iii) all information, including Confidential Information,

which is relevant for the provision of the Services.

- (c) The Client must ensure that all information provided to Hashlock is accurate and complete in every particular.
- (d) The Client must ensure that all information provided to Hashlock must not infringe any Intellectual Property or other confidential and proprietary information or material, of any third party.
- (e) The Client must not, and must ensure that its officers, agents, employees and representatives do not, represent or hold out that the Client is capable of causing Hashlock to be bound by any contract or agreement or that the Client has the authority to bind Hashlock as Hashlock's agent.
- (f) Despite clause 4.1(a), Hashlock is responsible for providing and maintaining at its own cost its own equipment and any tools of trade required to provide the Services.

4.2 Hashlock's obligations

Hashlock will treat all information, data, resources and intellectual property provided to it by the Client with utmost confidence and the provisions of clauses 5 and 6 of these terms and conditions will apply.

4.3 Acknowledgements

- (a) The Client acknowledges that in providing the Services, Hashlock will be relying upon the information, data, intellectual property and resources provided to it by the Client.
- (b) Hashlock will not be responsible for any advice given, conclusions reached or recommendations made if such advice, conclusion or recommendation is given by Hashlock in reliance upon inaccurate or incomplete information, data or resources relating to the Client's business.
- (c) The Client hereby indemnifies Hashlock from and against any Claim (whether by the Client or otherwise) or against the Client or Loss suffered by Hashlock arising out of or in connection with the Services, if such Claim or Loss is caused or contributed by the Client's failure to provide Hashlock with full, complete and accurate information in relation to the Client's business.

5 Confidentiality

5.1 Access

- (a) The Client will grant Hashlock access to its Confidential Information to the maximum extent necessary for Hashlock to provide the Services.
- (b) Hashlock may grant the Client access to its Confidential Information to the extent necessary for Hashlock to deliver the Services.

5.2 Confidentiality obligations

Each party must:

- (a) keep any Confidential Information of the other party in strict confidence, acknowledging it to be the valuable property of the other party;
- (b) take all reasonable and necessary precautions to prevent the disclosure of any Confidential Information of the other party;
- (c) not copy, use or allow any person to copy or use, the Confidential Information of the other party for any purpose other than the purpose of the performance of its obligations in accordance with this Agreement;
- (d) not, except in the ordinary and proper performance of its obligations under these terms and conditions, disclose Confidential Information of the other party to any third party;
- (e) not allow any unauthorised person to have access to places where Confidential Information of the other party is displayed, reproduced or stored; and
- (f) not remove, delete, erase or destroy any Confidential Information of the other party without the prior written consent from the other party.

5.3 Permitted disclosure

- (a) A party may disclose the Confidential Information of another party if:
 - (i) it is required by law to do so;
 - (ii) the information is already in the public domain, other than by breach of these terms and conditions; or
 - (iii) the disclosure is to its personnel and/or professional advisors, who are themselves bound by duties of confidentiality.

- (b) Prior to disclosing any Confidential Information in accordance with these terms and conditions, a party must notify the other party of its intention to disclose the Confidential Information and afford that other party a reasonable opportunity to take any lawful steps available to it to prevent the disclosure.

5.4 Media releases and non-disparagement

- (a) The Client may not issue any information, publication, document or article for publication concerning Hashlock or the Services in any media without the prior written approval of Hashlock, who may place conditions on such approval.
- (b) The Client must not, and must procure that their respective officers, agents and representatives do not, disparage or denigrate Hashlock, including making any statement or publication, whether oral or written or by use of electronic media, which brings or is likely to bring Hashlock, Hashlock's business or any of the products or services sold or offered for sale by Hashlock into disrepute or ridicule or would otherwise have a materially adverse affect on Hashlock's reputation.

6 Intellectual Property

6.1 Hashlock Intellectual Property

- (a) All Intellectual Property created or provided by Hashlock during the term of the Engagement in connection with the provision of the Services vests in and remains the exclusive property of Hashlock.
- (b) Hashlock may, at its sole discretion use or licence the Services (excluding any information that the Client has identified as Confidential Information) for promotional purposes.

6.2 The Client

All Intellectual Property created or provided by the Client during the term of the Engagement vests in and remains the exclusive property of the Client.

6.3 Licence

- (a) Hashlock grants a non-exclusive and non-transferrable licence to the Client to use Hashlock's Intellectual Property to the extent necessary for the Client to have the benefit of the Services for its own business purposes.

- (b) The Client grants a non-exclusive, non-transferable licence to Hashlock to use the Client's Intellectual Property in connection with the provision of the Services.

6.4 Acknowledgement

The Client acknowledges and agrees that in providing the Services, Hashlock will have access to the Client's documents, information, data, Intellectual Property and general business processes.

6.5 Assignment

- (a) The Client must not transfer, part with possession or assign its licence to use Hashlock's intellectual property (which includes, for the avoidance of doubt, any documents produced by Hashlock in the course of providing the Services) without the prior written consent of Hashlock, which may be given or withheld in its absolute discretion.
- (b) Hashlock reserves the right to:
 - (i) place such conditions as it deems fit as a precondition to any consent to assign the licence concerning its intellectual property;
 - (ii) alter, amend, re-draft or re-produce any of its intellectual property as a condition of the consent to assignment of the licence;
 - (iii) require the Client or the proposed assignee to enter into a deed of assignment in a form approved by Hashlock; and
 - (iv) charge such additional costs and expenses as it deems fit in connection with the assignment.

6.6 Independent development

The Client acknowledges that Hashlock may create original works for third parties that may appear similar to the Services provided. The Client agrees that, so long as such original work is created through use of Hashlock's Intellectual Property and does not embody and is not created with the Client's Confidential Information or Intellectual Property, Hashlock will not be prevented from independently creating such original, but similar, works for the benefit of third parties.

7 Termination

7.1 Termination of monthly services by notice

Either party may terminate the Engagement of any monthly or recurring services by giving 30 days' written notice to the other party of its intention to do so.

7.2 Termination rights

- (a) Either party may immediately terminate the Engagement if the other party:
 - (i) breaches these terms and conditions and does not remedy that breach within a reasonable time after it is notified of the breach;
 - (ii) becomes Insolvent; or
 - (iii) is convicted of an indictable offence (or an officer thereof is convicted of an indictable offence).
- (b) Hashlock may immediately terminate the Engagement if the Client has delayed the provision of the Services by two weeks or more (for example, if the Client has failed, refused or neglected to provide sufficient instructions, information or materials requested by Hashlock).
- (c) In the event that Hashlock terminates the Engagement and the Client wishes to continue the Engagement, the Client must pay the Rescheduling Fee to Hashlock.
- (d) The Client acknowledges that Hashlock will not refund any fees (or any pro-rated portion of fees) paid in advance by the Client in respect of Services that have not, or will not, be delivered as a result of the termination or suspension of the Engagement.

7.3 Effect of Termination

Upon termination of the Engagement:

- (a) within 14 days, Hashlock will submit to the Client an invoice for any fees or expenses accrued but unpaid until the date of termination of the Engagement;
- (b) the Client must pay:
 - (i) all outstanding fees owed or accrued to Hashlock up to the date of termination of the Engagement;
 - (ii) any third party costs incurred by Hashlock on behalf of the

Client up to the date of termination of the Engagement; and

- (iii) any third party costs incurred by Hashlock as a result of the termination of the Engagement;
- (c) each party must cease to use all property of the other party, including:
 - (i) any Intellectual Property; and/or
 - (ii) any Confidential Information; and
- (d) each party must return, delete or destroy all Confidential Information or Intellectual Property it holds belonging to the other party.

7.4 Lien

In addition to clause 3.8, Hashlock will have a lien over all of the Client's property in Hashlock's possession (including any documents, plans or specifications) pending payment of all outstanding fees and other monies (including damages) owed to Hashlock.

8 Non-solicitation of employees

The Client must not solicit, canvas, induce or encourage a person who at any time is a member of Hashlock's personnel to leave the engagement, appointment or employment with Hashlock, whether or not that person would commit a breach of that person's obligations to Hashlock.

9 Relationship

- (a) The relationship between the parties is that of principal and independent contractor with respect to each other.
- (b) Nothing contained in the Proposal or these terms and conditions will create an association, partnership, joint venture or employment relationship between the Client and Hashlock.
- (c) The Proposal and these terms and conditions do not authorise a party to bind or create any obligation on behalf of the other party except as expressly permitted in these terms and conditions.
- (d) If either party becomes aware of an actual or potential conflict of interest, it will notify the other party as soon as is reasonably practicable, and the parties will work together to resolve any such actual or potential conflict.

10 Dispute Resolution

- (a) The parties must endeavour to settle any dispute arising out of or relating to the Engagement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to arbitration or litigation.
- (b) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (the **Guidelines**).
- (c) The terms of the Guidelines are hereby deemed incorporated into these terms and conditions.
- (d) This clause shall survive termination of the Engagement.

11 Limitation of Liability

11.1 No warranty

- (a) Except as expressly set out in these terms and conditions (but subject to any non-excludable law or regulation), Hashlock makes no warranty and gives no representations whatsoever in relation to the Services.
- (b) Hashlock makes no warranty and gives no representations whatsoever that Hashlock's audit Services will discover all possible vulnerabilities.
- (c) Hashlock will not be liable for any Loss (including for the avoidance of doubt any loss, damage, liability, cost, expense, Consequential Loss, or any like claims whatsoever) arising out of or connection with:
 - (i) the provision of the Services to the Client;
 - (ii) the Client's use of the Services; or
 - (iii) the Client's operation of its business.

11.2 Indemnity

The Client hereby indemnifies Hashlock and will keep Hashlock indemnified from and against any Loss or any Claims made against Hashlock (whether by the Client or otherwise) in relation to the Engagement, the Services and/or the operation of the Client's business.

11.3 Limitation of Liability

- (a) If a non-excludable term, condition, guarantee, or warranty applies to the Engagement by operation of an

applicable law (including the Australian Consumer Law), then to the maximum extent permitted by law the liability of Hashlock for breach of such term, condition, guarantee or warranty will be limited to (at Hashlock's election):

- (i) supplying the Services again; or
 - (ii) paying the cost of having the Services supplied again.
- (b) Hashlock's liability for any Claim or Loss arising out of or in connection with the Engagement will be limited to a refund of any amounts paid by the Client for the Services.

11.4 Disclaimers

- (a) Due to the fact that the total number of test cases are unlimited, Hashlock's audits make no statements as to the security of the code and Hashlock makes no representations and give no warranties as to the security of the code.
- (b) Hashlock's Services (i.e. its audit report) cannot in and of itself be considered as a sufficient assessment regarding the utility and safety of the code, bug free status or any other statements of the Client's smart contract.
- (c) While Hashlock will use its best endeavours in conducting an analysis of the Client's smart contract and producing a report as to the security of the smart contract, the Client cannot, and should not, rely solely on the report. Hashlock is not responsible for the safety of any funds, and is not in any way liable for the security of the Client's project.
- (d) Smart contracts are deployed and executed on a blockchain platform. The platform, its programming language, and other software related to the smart contract can have their own vulnerabilities that can lead to attacks. As a result, Hashlock's audits cannot guarantee explicit security of the audited smart contracts, and Hashlock makes no representation and give no warranty whatsoever as to the security of the blockchain platform, its programming language and any and all software related to the smart contract.
- (e) The Client acknowledges that:

- (i) Hashlock's audit Services are not guaranteed to discover all possible vulnerabilities; and
- (ii) The extent of Hashlock's Services is to use its best endeavours to discover as many vulnerabilities as it can.

11.5 Electronic communications

- (a) Hashlock makes no warranty, and accepts no liability, in respect of any Loss suffered by the Client arising out of or in connection with any electronic communications sent by or to Hashlock.
- (b) If Hashlock supplies documents to the Client electronically via any device or removable media (including USB flash drive, CD, DVD, or such other format of storage), then Hashlock gives no warranty whatsoever that such removal media is free from any virus, trojan, worm or other forms of malware.
- (c) The Client warrants that it has taken such reasonable steps as may be required to secure its own computer and IT systems and data, including implementing a safe and secure backup process.
- (d) The Client hereby:
 - (i) releases Hashlock from and against all Claims arising out of or in connection with the exchange of electronic communications with Hashlock (whether by email or via removable media); and
 - (ii) indemnifies Hashlock from and against any Claims or Loss arising out of or in connection with a breach by the client of the warranty in clause 11.4(c).

11.6 Website and Source Code

- (a) Hashlock makes no warranty, and accepts no liability, in respect of any Loss suffered by the Client arising out of or in connection with the use of the Services on or in connection with the Client's website or source code.
- (b) If the Services are used on or in connection with the Client's website or source code, Hashlock gives no warranty whatsoever that the Services will be uninterrupted or error free, free from any virus, trojan, worm or other forms of malware.

- (c) The Client assumes all responsibility and liability for its website and source code (whether incorporating the Services or not), including:
 - (i) a third party hacking into, changing or transmitting a virus or otherwise damage to its website or source code or any information contained within them;
 - (ii) a third party tampering with, hindering the operation of or making unauthorised modifications to its website or source code;
 - (iii) interference, loss, damage or disruption arising from the use of its website or source code.
- (d) The Client warrants that it has taken such reasonable steps as may be required to secure its website and source code including implementing a safe and secure backup process and that such security measures fall outside the scope of the Services.
- (e) The Client hereby:
 - (i) releases Hashlock from and against all Claims arising out of or in connection with the source code and website (whether incorporating the Services or not); and
 - (ii) indemnifies Hashlock from and against any Claims or Loss arising out of or in connection with a breach of the warranty in clause 11.5(d).

12 GST

Fees quoted in the Proposal are exclusive of GST, unless expressly stated otherwise. In addition to the fee payable for the Services, the Client must pay to Hashlock, on demand, the GST payable in respect of the supply of the Services. For the purposes of these terms and conditions, "GST" has the same meaning as that word is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

13 General

13.1 Survival

- (a) Any provision of these terms and conditions which is intended to operate after the termination date will survive termination of the Engagement.

- (b) Without limiting the generality of clause 13.1(a), any indemnity or release given by the Client in favour of Hashlock is intended to survive the termination of the Engagement.
- (c) If any clause (or subclause) in these terms and conditions is void or unenforceable, then that clause or subclause (as the case may be) is severed or read down to the minimum extent possible and the rest of these terms and conditions remain in force.

13.2 Governing Law

The Engagement is governed by the laws of Victoria and the parties submit to the jurisdiction of Victoria.

14 Definitions

In these terms and conditions:

- (a) **Business Day** means Monday to Friday, excluding State or National public holidays.
- (b) **Claim** means any claim, demand or cause of action whether arising in contract, tort, under statute or otherwise.
- (c) **Client** means the party identified as the client in the Proposal and includes any servant, agent, contractor or employee of the Client.
- (d) **Confidential Information** means any information concerning the business or practice of a party including, but not limited to, information concerning its financial affairs, business development plans, fee lists, policies, guidelines, the Proposal and any other commercially valuable information of whatever description and any information exchanged, which is not in the public domain (other than as a result of a breach of any obligation under these terms and conditions), and which comes to the other party's attention in the course of the Engagement.
- (e) **Consequential Loss** means loss of goodwill, loss of business reputation, loss of future reputation or adverse publicity, or damage to credit rating, loss of use and remote or abnormal loss and loss of opportunity (including, but not limited to loss of profit, revenue or production).
- (f) **Engagement** means the Client's engagement of Hashlock to perform

the Services under these terms and conditions.

- (g) **Hashlock** means Hashlock Pty Ltd (ACN 659 258 849) and, where applicable, includes any servant, agent, contractor or employee of that company.
- (h) **Insolvent** means a party:
 - (i) becomes insolvent within the meaning of the *Corporations Act 2001* (Cth);
 - (ii) is placed into liquidation, administration, or has a receiver or manager appointed in respect of its assets;
 - (iii) enters into an arrangement or composition with its creditors;
 - (iv) commits an act of bankruptcy; or
 - (v) becomes bankrupt within the meaning of the *Bankruptcy Act 1966* (Cth).
- (i) **Intellectual Property** means all present and future rights to industrial and intellectual property including, without limitation, any inventions and improvements, trade marks (whether registered or common law trade marks), design, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula, techniques and Confidential Information of a party.
- (j) **Loss** means any liability, cost or expense suffered or incurred by a party (whether actual or contingent).
- (k) **Proposal** means the description of the Engagement and the Services to be provided, which is contained either on the first page of this document or in any accompanying documentation.
- (l) **Services** means the services provided by Hashlock, as may be set out in the Proposal and described in Attachment 1.

Attachment 1 – Services

Hashlock will provide the following services:

- Hashlock will provide the services described above in this proposal.

The Client acknowledges that:

- (a) **Hashlock’s audit Services are not guaranteed to discover all possible vulnerabilities; and**
- (b) **the extent of Hashlock’s Services is to use its best endeavours to discover as many vulnerabilities as it can.**

Attachment 2 – Service Times

1. General delivery commitment

- (a) Hashlock will use all reasonable efforts in the development of the Services and endeavour to complete and deliver to the Client all final deliverable files related to the Project no later than the agreed Service Time provided that pre-payment (if requested) and all requested instructions and materials have been received by Hashlock from the Client.
- (b) Any delay in the completion of the Services due to the action or inaction of the Client, transportation delays, illness, or circumstances outside the control of Hashlock may alter the Service Time.
- (c) Hashlock will make every effort to notify the Client of any delays to the Service Time as soon as possible.
- (d) While Hashlock endeavours to meet its Service Times, any delay or delivery for any reason whatsoever, will not constitute a breach of these terms and conditions by Hashlock and will not entitle the Client to any Claim or to cancel, rescind or terminate this agreement.

2. Service guarantee

- (a) Subject to clause 2.2(c) below, in relation to an Engagement specifically marked as “Service Guarantee”, Hashlock undertakes to deliver the Services by the agreed Service Time, or the Client will not be required to pay Hashlock’s fees for those Services.
- (b) For the avoidance of doubt:
 - (i) the service guarantee only applies to an Engagement that is specifically marked and designated by Hashlock as a “Service Guarantee”.
 - (ii) in the event of doubt, the service guarantee does not apply to the Engagement; and
 - (iii) the only waiver with respect to costs in relation to the service guarantee is the exclusion of Hashlock’s fees and not any third party or out of pocket costs incurred by Hashlock.
- (c) Notwithstanding clause 2.2(a) above, in the event that the Client fails to deliver to Hashlock its revisions and or comments within the Service Time, Hashlock may, in its sole discretion, either cancel the service guarantee status of the Engagement or agree to maintain the service guarantee status subject to Hashlock’s updated timeline.
- (d) This clause and the service guarantee will not apply to any delay outside of Hashlock’s control, including but not limited to a situation where the delivery of Services is dependent on a third party delivering goods and/or services and such delivery is not received by the time required.

3. Client’s review and revisions

- (a) The Client must submit any and all revisions within 28 days of receiving preliminary audits.
- (b) Hashlock will accept a maximum of two rounds of revisions from the first report.
- (c) Any work deemed outside the scope of these revisions will be classified as additional work and is subject to additional charges outlined in the terms and conditions.
- (d) Emailed proofs will be provided to the Client for approval at each stage. Any revisions must be requested in writing to Hashlock. Hashlock may, at its sole discretions, charge the Client additional fees for revisions depending on the complexity and time taken to complete the revisions.

Attachment 3 – Fees

- *[insert fees and payment terms i.e. 50% of the price quoted is payable upon the Client signing the Proposal or providing instructions to Hashlock to proceed with the Engagement.]*

Rescheduling Fee: \$750 plus GST.