

This is an Agreement between Grunt IP, the Client User entity registered on the Debtor's file at [www.gruntip.com.au](http://www.gruntip.com.au) (**User**) and the recipient entity registered on the User file at [www.gruntip.com.au](http://www.gruntip.com.au) (**Debtor**).

## 1. Definitions

The following definitions shall apply to the terms and conditions set out below that form part of this Agreement:

**Debt Amount** means any debt that is referred by the User to Grunt IP for recovery in accordance with this Agreement;

**Dispute Period** means the period seven (7) days from the date of the invoice issued by the User to the Debtor;

**Disputed Invoice** means any invoice issued by the User that is disputed by the Debtor within the Dispute Period, where the dispute is a genuine dispute and the relevant supporting information and documents have been provided;

**Engagement Details** means the details contained in the correspondence provided to the Debtor upon registration of their company with the Grunt IP platform;

**Fees** means the any late payment fees, enforcement costs, debt collection fees and legal costs payable by the User in accordance with this Agreement;

**Grunt IP** means Grunt C.E.A. Pty Ltd ACN 673 085 133, website [www.gruntip.com.au](http://www.gruntip.com.au);

**Guarantor** means the Debtor;

**Recovered Debt Amount** means any amount of a Debt Amount actually recovered by either Grunt, the User or a third party prior to, at the time of or after referral of a Debt Amount by the User to Grunt; and

**Service Agreement** means any agreement or contract entered into between the User and Debtor for the provision of goods and/or services by the User to the Debtor;

## 2. Commencement

This Agreement shall commence on the Commencement Date being the date of registration through the online form and shall continue until terminated in accordance with the terms of this Agreement.

## 3. Invoices

(a) The User shall issue invoices for services rendered through the Grunt IP platform.

(b) The Debtor agrees to make payment for the invoices within the terms specified by the User, as indicated on the invoice and in the Engagement Details.

(c) The only payment method accepted by the User will be payment to the Grunt IP Trust Account as detailed on the invoices.

(d) Any payments made by any other payment method will be voided and returned to the Debtor. All fees will continue to be incurred until full payment is made to the Grunt IP Trust Account.

(e) Grunt IP will provide invoice protection services to the User and ensure safeguarding and quality assurance of work for the Debtor, in exchange for on-time payment of the invoices.

## 4. Invoice Disputes

(a) If the Debtor has a genuine dispute in relation to an invoice issued by the User, this dispute must be lodged on the Grunt IP platform within seven (7) days of the date of the invoice.

(b) In the event of a dispute, the Debtor must take all necessary steps to allow the User access and opportunity to rectify the dispute prior to the due date of the invoice. If access is not provided, the Debtor will remain liable to pay the invoice within the invoice term.

(c) Grunt IP will ensure that all genuine disputes lodged by the Debtor are actioned accordingly prior to the due date of the Disputed Invoice. If the dispute is unable to be rectified within this timeframe, the User will amend or cancel the invoice until the dispute has been resolved.

(d) All disputes must be accompanied by sufficient information to justify the nature of the dispute, including a description of the reason for the dispute, photographs of the work the subject of the dispute and any other relevant supporting documentation in the possession of the Debtor at the time of the dispute.

## 5. Warranties and Indemnities

The Debtor makes the following warranties and indemnities:

(a) The Debtor warrants that all information provided to the User, including but not limited to billing details, contact information, and any other relevant data, is accurate, complete, and up-to-date.

- (b) The Debtor warrants that it has the legal authority and financial capacity to fulfill its payment obligations as outlined in the invoices issued by the User. The Debtor further warrants that it will not engage in any fraudulent or unlawful activities related to the payment process.
- (c) The Debtor warrants that it will comply with all applicable laws, regulations, and industry standards relevant to the services provided by the User. This includes but is not limited to tax laws, financial regulations, and data protection requirements.
- (d) The Debtor warrants that it owns or has obtained all necessary rights, licenses, and permissions to use any intellectual property, including trademarks, logos, and copyrighted materials, provided to the User for the provision of services. The Debtor agrees to indemnify and hold harmless the User from any claims of infringement or violation of intellectual property rights by third parties.
- (e) The Debtor agrees to indemnify, defend, and hold harmless the User, its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, damages, liabilities, and expenses (including legal fees) arising out of or related to:
  - i. Any breach of the warranties or obligations set forth in these terms and conditions by the Debtor.
  - ii. Any negligent or wilful act or omission of the Debtor or its employees, agents, or subcontractors.
  - iii. Any violation of applicable laws, regulations, or industry standards by the Debtor.
  - iv. Any dispute or claim arising between the Debtor and any third party, including but not limited to disputes related to the services provided by the User.
- (f) The Debtor agrees to promptly notify the User in writing of any claims, demands, or legal proceedings brought against it by third parties that may give rise to indemnification obligations under these terms and conditions. Failure to provide timely notice shall not relieve the Debtor of its indemnification obligations unless such failure materially prejudices the User's ability to defend against the claim.

- (g) The User reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by the Debtor. The Debtor agrees to cooperate fully with the User in the defence of any such claim and to refrain from settling any claim without the User's prior written consent, which shall not be unreasonably withheld or delayed.
- (h) The warranties and indemnification obligations set forth in these terms and conditions shall survive the termination or expiration of the agreement between the User and the Debtor.

## 6. Privacy Authority and Consent

- (a) The Debtor agrees and expressly consents to the User undertaking the following activities to the extent permitted by law:
  - i. provide any items of the Debtor's and its debtor's personal information described in section 18E of the Privacy Act 1988 to a credit reporting agency;
  - ii. obtain a consumer credit report about the Debtor and its debtor from a credit reporting agency to assess the Credit Application or proposed guarantee or collect overdue payments;
  - iii. give credit worthiness information about the Debtor with other service providers to assess the Debtor's credit worthiness or applications for credit or to notify defaults or the status of the credit.
- (b) The Debtor acknowledges and agrees that they are aware that they may request access to their personal information held by the User. The Debtor expressly consents to the User accessing its personal information in order to complete the services.
- (c) The Debtor warrants that all debtor information referred to the User is correct, accurate, and current. The Debtor further warrants that they have obtained express permission from its debtors to refer debtor information, which may include personal information, to the User or any other Credit Reporting Agency. The indemnification under clause 5 applies to this clause.
- (d) The Debtor agrees and expressly consents to the User sharing its personal information to the User's related

companies and services, which may engage in direct marketing activities to clients from time to time. The Debtor may choose to unsubscribe to such direct marketing activities directly with the related companies and services.

**7. Continued Services**

- (a) The parties agree that the terms of this Agreement shall apply to any Debt Amount issued by the User through Grunt IP for recovery from time to time unless the parties agree, in writing, that another agreement shall be entered with respect to a particular Debt Amount.
- (b) The Debtor agrees that the User may, in its sole discretion, choose to keep a debt recovery matter open or to close a debt recovery matter, regardless of whether this Agreement is expired or terminated until such a time the Debt Amount is fully paid.

**8. Late Payment Fees**

- (a) In the event of non-payment within the specified timeframe, the debtor will be issued a late payment reminder;
- (b) Continued non-payment of an outstanding invoice will result in a late fee of 2% of the invoice total, or \$90.00, whichever is greater, and a new payment date being issued. If the invoice remains unpaid, an additional late fee will be payable and a new due date provided. This process will be repeated for a maximum of five (5) payment cycles in a period of twenty-one (21) days. Please refer to the below schedule:

Late fee	Fees
Late fee 1	\$90.00 or 2% of invoice total
Late fee 2	\$90.00 or 2% of invoice total
Late fee 3	\$90.00 or 2% of invoice total
Late fee 4	\$90.00 or 2% of invoice total
Final late fee	\$90.00 or 2% of invoice total

- (c) Should the invoice remain unpaid after the final overdue date, it will be referred for legal recovery.

**9. Legal Recovery**

- (a) If the Debt Amount (including any Late Payment Fees) remains outstanding after the expiration of the twenty-one (21) day period, the Debt Amount (including any Late Payment Fees) will be referred to Grunt IP's firm of appointed solicitors for commencement of legal action.

- (b) The Debtor shall be responsible for all costs associated with legal recovery, including but not limited to legal fees, court costs, and collection agency fees on an indemnity basis.

**10. Termination**

- (a) The User may terminate this Agreement upon the happening of any of the following events:
  - i. the Debtor fails to pay the invoices by the Due Date and the User has issued the Debtor with a letter of demand which the Debtor have not complied with; or
  - ii. the Debtor has been placed into administration or is the subject of bankruptcy or winding up proceedings.

**11. Contractual Lien**

- (a) The Debtor herewith grants to the User a contractual lien in respect of the Goods provided under this Agreement and/or the Service Agreement or any associated property (**Property**).
- (b) By execution hereof, the Debtor hereby makes to the User the representations and warranties contained in clause 5 of this Agreement with respect to itself, as though such representations and warranties were set forth in full in this Agreement.
- (c) Upon the occurrence of any default of this Agreement or the Service Agreement, the User shall be entitled to enforce its right of lien over the Property and shall have all rights and remedies available under applicable law. The enforcement shall not require any further formalities than those provided by applicable law.
- (d) On a continuing basis, the Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, in the proper filing and recording places in any jurisdiction all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the User, to perfect the lien granted hereunder and otherwise to carry out the intent and purposes of this clause 11, or for assuring and confirming to the User the grant or perfection of its lien on the Property.
- (e) The Debtor hereby irrevocably appoints the User as the Debtor's authorised agent, with full authority in the place and stead of the Debtor and in the name of the Debtor,

from time to time in the User's discretion, to take any action and to execute any instrument which the User may deem necessary or advisable to accomplish the purposes of this clause, with respect to any of the Property without the signature of the Debtor where permitted by applicable law.

- (f) Without prejudice to any other rights which the User may have under this Agreement or otherwise at law, if any amounts have been outstanding for a period of twenty-one (21) days, the User may give 2 days' written notice to the Debtor of intention to sell, and if the outstanding amount is not paid within that period, the User may sell all or any of the Goods and exercise any other rights the User has, and apply the net proceeds in satisfaction of the Debt Amount.

## **12. Real Property and Personal Property**

- (a) The Debtor must provide evidence of all real property owned by the Debtor at any time while this Agreement is in force.
- (b) If the Debtor does not own any real property at the time of entering into this Agreement, they must provide evidence of any other assets which the User may register any security interest against under this Agreement.
- (c) The Debtor acknowledges that the information provided will be used to determine whether the Debtor is suitable to use the Grunt IP platform, and that use of the Grunt IP platform is at the sole discretion of Grunt IP.

## **13. Security**

- (a) In order to secure the performance by the Debtor of its obligations, the Debtor, and where the Debtor is unincorporated each proprietor of the Debtor, hereby charges with payment of the moneys and compliance with all obligations owed by the Debtor to the User all beneficial interests (freehold and leasehold) in real and personal property held now or in the future by the Debtor or proprietor.
- (b) The Debtor, and where applicable, each proprietor agrees that if demand is made upon it, him or her by the User, the Debtor or, if applicable, that proprietor will immediately execute a consent to caveat, or a caveat or mortgage, as required by the User to secure the obligations pursuant to this clause 16. The Debtor or, if applicable, each proprietor, irrevocably

and by way of security appoints the User and any director, credit manager or solicitor engaged by the User to be its, his or her true and lawful attorney to give effect to this clause 16 including but not limited to execute and register all documents.

- (c) The Debtor indemnifies the User in relation to all of its costs and disbursements including legal costs on an indemnity basis incurred in exercising the User's right pursuant to this clause 16.

## **14. Guarantee and Indemnity**

- (a) The Guarantor hereby Guarantees to the User:
  - i. the punctual payment to the User of all amounts which the Debtor does now or may at any time in the future owe to the User;
  - ii. the punctual and correct compliance with all obligations (including payment obligations) which the Debtor owes now or may in the future owe to the User; and
  - iii. indemnifies the User against any loss that it may suffer if the Debtor does not meet any of its obligations.
- (b) This Guarantee creates a principal obligation from the Guarantor to the User and is in addition to any other security which the User holds from the Debtor. This Guarantee may be enforced without the User having to first take steps against the Debtor or its security.
- (c) The Guarantor executes this Guarantee in their personal capacity and in their capacity as trustee of any trust of which the Guarantor is a trustee as at the date of this Guarantee and this Guarantee extends to the Guarantor's successors and permitted assigns.
- (d) This Guarantee is not affected and is still enforceable;
  - i. if any amount owing to the User by the Debtor is not recoverable by the User for any reason whatsoever;
  - ii. if the User grants any time, release or other concession to the Debtor or to the Guarantor;
  - iii. in the event of death, incapacity, administration, bankruptcy or insolvency of the Debtor or of the Guarantor;

- iv. if payment by the Debtor or by the Guarantor is set aside in bankruptcy, liquidation or official management of the Debtor or the Guarantor;
  - v. if the Guarantor ceases to be the director of or otherwise be involved with the Debtor or the status or the structure of the Debtor changes at all; and/or
  - vi. if any other thing occurs which could otherwise limit the effect of this Guarantee.
- (e) This Guarantee is a continuing Guarantee and is not wholly or partially discharged until all arrangements between the User and the Debtor are ended, all monies owing to the User by the Debtor are paid and all obligations of the Debtor to the User are complied with in full.
  - (f) The Guarantor hereby charges as security for payment of the monies and the compliance with all obligations secured by this Guarantee all legal and beneficial interests (freehold and leasehold) in real property or any other personal property held now or in the future by the Guarantor including but not limited to any real property. The Guarantor agrees that if demand is made upon by the User, the Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by the User to better secure the obligations of the Guarantor under this equitable mortgage and in the event that the Guarantor fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any director, credit manager or solicitor engaged by the User to be his or her other true and lawful attorney to execute and register such instrument.
  - (g) The Guarantor has been given the opportunity to obtain independent legal advice before executing this Guarantee.
  - (h) The Guarantor understands that they are liable for all amounts owing (both now and in the future) by the Debtor to the User.

## 15. Miscellaneous

### (a) Limitation of Liability

The User expressly excludes any liability for consequential loss, incidental or indirect damages (including but not limited to damages for loss of business profits, business interruption and loss of

opportunity) due to or arising from the services. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of the User for breach of such condition or warranty shall be limited, to the amount paid by the Debtor in respect of the services with respect to the specific case referred to the User.

### (b) Goods and Services Tax

If any amounts payable by the Debtor are subject to Goods and Services Tax (GST), then the Debtor are liable to pay the GST on that amount.

### (c) Waiver

A party's failure or delay to exercise a power or right does not act as a waiver of that power or right.

### (d) Variation

This Agreement may not be varied except by written document signed by or on behalf of each of the parties.

### (e) Notices

Any notices under this Agreement must be in writing which may be given by personal delivery, pre-paid postage or facsimile to the party's business address or registered office.

### (f) Survival

Termination of this Agreement will not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights may include but not be limited to the recovery of any money due.

### (g) Counterparts

This Agreement may be executed in any number of counterparts each of which shall be an original but such counterparts together shall constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

### (h) Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and the parties agree that all prior representations, agreements, statements and understandings, whether

verbal or in writing, have not been relied upon and are expressly excluded.

(i) Relationship of the Parties

The legal relationship of the parties to this Agreement is that of principal and contractor, nothing in this Agreement shall be construed as constituting a relationship of agency or partnership.

(j) Severance

If any provision of this Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions which will continue in full force.

(k) Governing Law and Jurisdiction

This Agreement is governed by the laws of Queensland and each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland. Each party irrevocably waives any right to any claim of forum non conveniens, inconvenient forum, or transfer or change of venue.