

# ANNEXURE A: CONSULTING AND SERVICES PARTNER

This Annexure is governed by the terms of the Master Partner Agreement (“Agreement”) available at <https://www.readinow.com/partner-terms> between ReadiNow and the Partner.

## BACKGROUND

- A. ReadiNow provides a variety of products and services.
- B. The Partner has the relevant ReadiNow Product knowledge, qualifications, skill and experience necessary to work with ReadiNow and provide the Services specified in clause 1 of this Annexure.
- C. ReadiNow has agreed to allow the Partner to provide the Services specified in clause 1 of this Annexure to ReadiNow-Customers or End-Customers who are listed in the relevant duly executed Statement of Work, as well as to the Partner’s own customers (“**Partner Customer**”), under the other terms and conditions of the Agreement and the relevant Statement of Work.

## 1. SERVICES

|  |   |
|--|---|
| <b>a) Partner Consulting Services</b>    | All consulting services provided by the Partner to End-Customers, Partner Customers or ReadiNow Customers that are not specified in a Statement of Work will be directly and solely between the Partner and End-Customers, Partner Customers or ReadiNow Customers. ReadiNow shall have no rights, liability nor obligations in relation to such consulting services. |
| <b>b) ReadiNow Professional Services</b> | The Partner may engage ReadiNow to provide <b>ReadiNow Professional Services</b> .<br><br>All ReadiNow Professional Services must be specified in a Statement of Work (in the format specified in Attachment 1 to this Annexure) and must be executed by ReadiNow before any Professional Services are provided.  |
| <b>c) ReadiNow Expert Services</b>       | The Partner agrees to engage ReadiNow to oversee the delivery and implementation of ReadiNow Products.<br><br>All ReadiNow Expert Services must be specified in a Statement of Work (in the format specified in Attachment 1 to this Annexure) and must be executed by ReadiNow before any Expert Services are provided.  |
| <b>Country/Territory</b>                 |   |

## 2. ANNEXURE TERM

|                          |   |
|--------------------------|---|
| <b>Commencement Date</b> | As listed in the Order Form or Statement of Works   |
| <b>Annexure Term</b>     | This Annexure will terminate at the same time as the Agreement, unless terminated earlier in accordance with the Agreement. |

## 3. FURTHER TERMS

|  |   |
|--|---|
| <b>1.1. Representations and Warranties</b> | (a) The Partner will not represent ReadiNow or any of its products and services in any way to any party other than as authorised under this Agreement, any Statement of Work or as otherwise advised by ReadiNow to the Partner from time to time.<br><br>(b) The obligations in this clause survive the termination of the Agreement or any Statement of Work.   |
| <b>1.2. Indemnities</b>                    | (a) In addition to the indemnities specified in the Agreement, the Partner agrees to indemnify and keep indemnified ReadiNow against, and must pay ReadiNow on demand of, each and any liability, loss, claim, demand, damage, cost or expense suffered or incurred by ReadiNow arising from, or in connection with: <ul style="list-style-type: none"><li>(i) the Partner’s provision of Services or other services;</li><li>(ii) The Partner’s negligence including without limitation professional negligence; and</li><li>(iii) any act, omission or default by the Partner or any of the Partner’s staff, subcontractors, consultants or agents.</li></ul><br>(b) The obligations in this clause survive the termination of the Agreement or any |

|                         |  |
|-------------------------|--|
|                         | Statement of Work.   |
| <b>1.3. Non-compete</b> | <p>During any of the Term of this Annexure, the Partner must not do or attempt to do any of the following:</p> <ul style="list-style-type: none"> <li>(a) participate in, promote, carry on, operate, or otherwise engage in (whether directly or indirectly) a Competing Business;</li> <li>(b) be interested or concerned in (whether alone or in association with or in partnership with or as a member, shareholder, unit-holder, director, consultant, advisor, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee, financier or in any other capacity) any entity conducting a Competing Business;</li> <li>(c) solicit or entice, seek to solicit or entice, or accept an approach from, any person who is a client for the benefit of a Competing Business or with the intention or likely consequence of that client ceasing or reducing the business it does or may otherwise have done with the Business;</li> <li>(d) allow any of the Partner's Affiliates to do or attempt to do perform any of the Services set out in this Annexure or any Statement of Work.</li> <li>(e) The obligations in this clause survive the termination of the Agreement or any Statement of Work.</li> </ul> |
| <b>1.4. Fees</b>        | As specified in the relevant Statement of Work. All pricing and Fees are in Australian dollar currency and exclusive of GST or other taxes unless otherwise stated. The Partner is responsible for all currency conversion and any applicable taxes including GST.   |



## STATEMENT OF WORK NO. <INSERT NUMBER>

|         |  |
|---------|--|
| Parties | <insert Partner name>, Business No. <Insert> (the “Partner”), of <insert address>.   |
|         | <b>ReadiNow Corporation Pty Ltd</b> , ABN 83 149 568 712 (“ <b>ReadiNow</b> ”), of Parkview Business Centre, The Bond, Suite 14, Level 6, 8 Elizabeth Macarthur Drive, Bella Vista, Sydney, NSW - 2153 |

### BACKGROUND

The parties hereby acknowledge and agree that:

- A** this Statement of Work (“**SOW**”) is made under and is governed by the terms and conditions of the Master Partner Agreement between ReadiNow and the Partner dated <insert Agreement effective date> (“**Agreement**”) and the Professional Services Agreement;
- B** any terms used but not defined in this SOW have the meaning given to them in the Agreement;
- C** except as provided for in this SOW, all provisions of the Agreement are applicable to this SOW; and
- D** any amendments to this SOW must be evidenced in writing, signed by both parties.

## REPRESENTATIVES

| <b>ReadiNow</b> | <b>Representative 1</b><br>(First point of contact with respect to all aspects of this SOW) | <b>Representative 2</b> |
|-----------------|---|-------------------------|
| Full Name       |   |                         |
| Position        |   |                         |
| Email           |   |                         |
| Telephone       |   |                         |
| Facsimile       |   |                         |
| Street Address  |   |                         |
| Postal Address  |   |                         |

| <b>Partner</b> | <b>Representative 1</b><br>(First point of contact with respect to all aspects of this SOW) | <b>Representative 2</b> |
|----------------|---|-------------------------|
| Full Name      |   |                         |
| Position       |   |                         |
| Email          |   |                         |
| Telephone      |   |                         |
| Facsimile      |   |                         |
| Street Address |   |                         |
| Postal Address |   |                         |

| <b>ReadiNow-<br/>Customer<br/>or End-<br/>Customer</b> | <b>Representative 1</b><br>(First point of contact with respect to all aspects of this SOW) | <b>Representative 2</b> |
|--|---|-------------------------|
| Full Name  |   |                         |
| Position   |   |                         |
| Email  |   |                         |
| Telephone  |   |                         |
| Facsimile  |   |                         |
| Street Address   |   |                         |
| Postal Address   |   |                         |

## READINOW-CUSTOMER OR END-CUSTOMER DETAILS

|              |  |                 |  |
|--------------|--|-----------------|--|
| Name         |  | Primary Contact |  |
| Business No. |  | Title           |  |
| Address      |  | Email Address   |  |
|              |  | Phone           |  |

## READINOW PROFESSIONAL OR EXPERT SERVICES - REQUIREMENTS & DELIVERABLES

|  |   |
|--|---|
| ReadiNow Professional or Expert Services Details |   |
| Requirements                                     |   |
| Engagement Phase & Deliverables                  |   |
| Project Assumptions                              |   |
| Effective Date                                   |   |
| Engagement Phases/Timelines                      |   |
| Acceptance                                       |   |
| Documentation                                    |   |
| Warranty Support                                 |   |
| Training   |   |
| Professional Services Terms and Conditions       | This Statement of Work is performed under ReadiNow's standard Professional Services Agreement available at: <a href="http://readinow.com/professional-services">http://readinow.com/professional-services</a> . |
| Special Terms                                    |   |

## READI NOW PROFESSIONAL OR EXPERT SERVICES - FEES & INVOICING

| Fees (excl. GST)             | AUD\$   |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|------------------------------|---|------------------------------|-------------------|------------------------------|-------------------|--|--|---|----|--|--|---|----|--|--|---|
| Fixed Cost                   | <p><b>Fixed Cost</b></p> <p>a) The Fees of AUD\$xxxxxx excl. GST, (AUD\$xxxxxx excl. GST), will be charged as a fixed cost for the ReadNow Professional or Expert Services as set out in this SOW as authorised by the Partner. Refer to table below for the payment milestones if applicable.</p> <p>b) Travel &amp; Entertainment expenses will be reimbursed where there has been prior approval.</p>  |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              | <p><b>Invoicing for Fixed Cost</b></p> <p>The Supplier may invoice the Partner for any work carried out under this or a separate SOW to be either fixed price or Time and Materials, with payment terms being 14 days from the date of invoice.</p>   |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              | <p><b>Payment Milestones</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Key Milestone</th> <th style="width: 40%;">Dependency</th> <th style="width: 15%;">Estimated Elapsed Duration *</th> <th style="width: 15%;">Milestone Payment</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td style="text-align: center;">#</td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td> </td> <td style="text-align: center;">#</td> <td style="text-align: center;">\$</td> </tr> <tr> <td> </td> <td> </td> <td style="text-align: center;">#</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table> <p>*Note: Refer to indicative timeline in attached High level Project Timeline chart.</p> | Key Milestone                | Dependency        | Estimated Elapsed Duration * | Milestone Payment |  |  | # | \$ |  |  | # | \$ |  |  | # |
| Key Milestone                | Dependency  | Estimated Elapsed Duration * | Milestone Payment |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              |   | #                            | \$                |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              |   | #                            | \$                |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              |   | #                            | \$                |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
| Time & Materials             | <p><b>Time and Materials</b></p> <p>a) The Professional or Expert Services as set out in this SOW shall be provided at the set rate of \$2,000 per day (excl GST), charged as a time and material cost, as authorised by the Partner's Representatives named in this SOW.</p> <p>b) Travel &amp; Entertainment expenses will be reimbursed where there has been prior approval.</p> <p>An initial estimate for completion of this SOW is # days. If more days are required, they will be charged at a rate of AUD\$XXX per day (ex GST).</p>  |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
|                              | <p><b>Invoicing for Time and Materials</b></p> <p>The Partner will be invoiced on the actual effort spent by the ReadNow. ReadNow will invoice the Partner monthly in arrears based on an approved timesheet.</p> <p><b>Time and Materials Fee:</b> Charges for time-and-materials engagements will be invoiced at the end of each month in arrears, with payment terms being 14 days from the date of invoice.</p> <p>Requests for ReadNow Professional or Expert Services must be for a minimum of four hours on one day, and a period greater than 4 hours will be calculated as one full day.</p>   |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |
| High-level Project Timelines | See Attached (if applicable)  |                              |                   |                              |                   |  |  |   |    |  |  |   |    |  |  |   |

**EXECUTED BY THE PARTEIS AS AN AGREEMENT:**

**EXECUTED** for and on behalf of  
**ReadiNow Corporation Pty Ltd** ACN 149 568 712  
by its duly authorised representative:

X.....  
Authorised Representative

X.....  
Witness

Name: .....  
(Block letters)

Name: .....  
(Block letters)

**EXECUTED** for and on behalf of  
[insert name] Business # or ABN [insert]  
by its duly authorised representative:

X.....  
Authorised Representative

X.....  
Witness

Name: .....  
(Block letters)

Name: .....  
(Block letters)