Services Agreement

Records Management

[CLIENT NAME]

Date:

ZD Reference:

ZircoDATA Pty Ltd
Level 4, 973 Nepean Highway
Bentleigh, Vic 3204
Ph: 13 ZIRCO
(13 94 72)

SIGNATURE PAGE

ZD REFERENCE:

BETWEEN:

ZircoDATA	ZircoDATA Pty Ltd (ACN 005 944 203), a company registered in Victoria, Australia with registered office located at Level 4, 973 Nepean Highway, Bentleigh, Vic 3204, (hereinafter referred to as "ZD"); and
Client	[CLIENT NAME] (ABN 12 345 678 901) a business entity registered in ##, Australia with registered office at SAMPLE, SAMPLE, SAMPLE, VIC 3000 (hereinafter referred to as "Client")

Date:

Signed for and on behalf of the Client by its duly authorised signatory:

Signed for and on behalf of ZircoDATA Pty Ltd by its duly authorised signatory:

Individual Signing: [print name]	**Individual Signing:** [print name]
Signature:	**Signature:**
Title:	**Title:**
Signature Date:	**Signature Date:**

SERVICE AGREEMENT - RECORDS MANAGEMENT

1. INTERPRETATION

In this Agreement the following words and expressions shall have the meanings set out below:

Act: the Privacy Act 1988 (Cth) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) as amended from time to time.

Agreement or **Service Agreement – Records Management**: this Service Agreement and the Schedule.

Articles: a Client document including any written or printed material or object including a sound recording, coded storage device, magnetic tape or disk, microfilm, photograph, plan, model, or painting or other pictorial or graphic work and/or other permitted materials in respect of which ZD agrees to provide the Services.

Authorised Users: the named individuals authorised by the Client to access and use the Services.

Box(es): includes but is not limited to a cardboard box or container or carton used to store the Articles belonging to the Client;

Commencement Date: the date of the latter of the two signatures appearing on this Agreement or, failing which, the date of any written notification by the Client that the Client has accepted the Services.

Client: the Client identified on the signature page of this Agreement.

Facility: the ZD sites (whether owned, leased or subcontracted by ZD) or Client premises from which ZD shall provide certain elements of the Services as specified in the Agreement.

Fees: the fees and charges set out in the Schedule and as varied from time to time in accordance with the Agreement for the Services.

File(s) means a Client file containing the Client's Articles

GST: the Goods and Services Tax which has the same meaning as in the A New Tax System (Goods and Services Act) 1999.

Image means the creation of a digital image of an Article or Articles;

Initial Term: the period as described in the Schedule which shall begin from the Commencement Date.

IPR: the marks of one party together with all design patents, software programs, copyright material, trade secrets, know-how, confidential information and includes without limitation all other kinds of "intellectual property" belonging to that party either registered or unregistered.

Out of Hours: any hours outside Working Hours.

Personal Information: means "Personal Information" as that term is defined in the Act.

Related Body Corporate: a Related Body Corporate as defined in the Corporations Act 2001 (Cth).

Services: the Services to be provided by ZD as set out in the Schedule.

Tax Invoice: "Tax Invoice" as defined in the A New Tax System (Goods and Services Act) 1999.

Term: the Initial Term and any extension of that period.

Working Day: Monday to Friday (inclusive) excluding public holidays in the state in which the Services are provided.

Working Hours: 8:30am to 5:00pm inclusive on a Working Day.

ZD: ZircoDATA Pty Ltd, trading as ZircoDATA and any ZircoDATA Related Body Corporate or group company.

ZD Systems: ZD systems and software made available to the Client in connection with the Services from time to time.

Year: a continuous and uninterrupted period of twelve (12) months during the course of the Term.

2. APPLICATION OF CONDITIONS

The terms and conditions set out in the Agreement shall prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, confirmation of order or other document supplied by the Client, or implied by law, trade custom, practice or course of dealings.

3. TERM AND APPOINTMENT

The Client appoints ZD to provide the Services in accordance with the terms of the Agreement from the Commencement Date for the Term until terminated by either party upon serving not less than ninety (90) days written notice to expire no earlier than the end of the Initial Term. If the Agreement is not terminated upon expiry of the Initial Term, the Agreement shall automatically continue to roll for periods of twelve (12) months.

4. ZD'S OBLIGATIONS

ZD shall use reasonable endeavours to:

(a)   provide the Services in accordance with the terms of the Agreement and with reasonable care and skill in accordance with good industry practice; and

(b)   observe proper and appropriate health and safety, reasonable security rules and regulations that apply at any of the Client's Facilities, which have been previously communicated to ZD in writing, save to the extent that they conflict with any of ZD's obligations under the Agreement.

5. CLIENT'S OBLIGATIONS

5.1   The Client shall:

(a)   pay the Fees in accordance with the terms of the Agreement;

(b)   (where required) allow ZD reasonable access to the Client's Facilities; and

(c)   promptly notify ZD of any issues that may affect ZD's performance of the Agreement.

5.2   If ZD's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, ZD shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3   The Client shall be responsible for, and warrants compliance with, all contractual restrictions and all applicable laws, rules and regulations, governing the confidentiality, scanning, retention and disposition of information contained in any materials (including Articles) provided to ZD.

5.4   The Client warrants and undertakes that:

(a)   it is the owner or legal custodian of the Articles and has all necessary authority to deal with the Articles in accordance with the Agreement;

(b)   it will not deliver to ZD any Articles which are (without limitation) flammable, explosive, toxic, or are otherwise dangerous or unsafe; not fit for purpose or which are regulated under any applicable law or regulation relating to hazardous materials;

(c)   it will pay the Fees in case of a request for collection that is (on the part of the Client) incorrect or cancelled by the Client; and

(d)   any representation made to ZD by the Client or the Client's employees, agents and permitted assigns is true and correct and the Client has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein.

5.5   The Client acknowledges and agrees that the terms of the Agreement only apply to Articles which are in ZD's possession, custody and control. Articles only come into ZD's possession and control when they are in an ZD controlled vehicle or are at any ZD Facility.

5.6   The Client shall keep the Authorised Users under review and up-to-date at all times and notify ZD in writing of any changes to the Authorised Users and shall ensure the Authorised Users where relevant take all reasonable steps to safeguard user names and passwords and prevent unauthorised use of the same.

6. PRIVACY

6.1 The Client warrants and represents that it has complied with any relevant obligations imposed on it by the Act including providing all notices and obtaining all consents necessary to enable the compliant collection, use, handling and storage of Personal Information contained in any Articles submitted to ZD in accordance with its obligations under this Agreement.

6.2 The Client acknowledges that:

(a) ZD may be required to provide the Services in respect of Articles which contain Personal Information of the Client or Personal Information of a third party connected with the Client; and

(b) in providing the Services, ZD has possession of the Articles but does not access, use, disclose, manipulate, alter or control any of the Personal Information or other information contained in the Articles; and

(c) to the extent permitted by law, responsibility for all obligations pursuant to the Act in respect of the Personal Information contained in the Articles is the responsibility of the Client and not ZD; and

(d) without limiting those obligations of the Client as described in clause 6.2(c), the Client will provide ZD with reasonable assistance to meet any requirements pursuant to the Act.

6.3 The Client shall not request, require or cause ZD to breach the Act in any way but if it does, the Client fully indemnifies ZD for any resulting liability, fines, losses or damages.

6.4 To the extent that any Personal Information of the Client or third party Personal Information is required to be held by ZD in accordance with this Agreement or otherwise, ZD will comply with its obligations under the Act in respect of such Personal Information.

6.5 The Client acknowledges that ZD has formulated a privacy policy in accordance with the Act, which sets out in detail its respective industry requirements in respect of privacy and describes the way in which ZD handles the Personal Information provided by the Client (the "Privacy Policy"). The Privacy Policy is located at http://www.zircodata.com.au/privacy.asp

6.6 The Client agrees that the treatment of any Personal Information that it provides to ZD is to be governed by the Privacy Policy, as varied from time to time, and that the Client will comply with any of its obligations pursuant to the Privacy Policy.

6.7 ZD will take reasonable technical and organisational measures to protect the Articles while the Articles are at the ZD Facility against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage and which includes:

(a) keeping the Articles private and confidential;

(b) preventing the disclosure of the Articles to third parties to the fullest extent possible; and

(c) ensuring that any of ZD's employees and/or approved sub-contractors engaged in providing the Services are subject to a duty of confidentiality.

6.8 ZD shall act only on reasonable instructions from the Client in respect of such Articles. Except as required for the provision of the Services, ZD shall not retain any copy of the Articles.

7. FEES AND PAYMENT

7.1 The Fees shall unless otherwise stated be invoiced monthly in arrears for all Services.

7.2 The Client shall pay all Tax Invoices within thirty (30) days of the date of the Tax Invoice. All Fees to be paid to ZD by the Client are exclusive of GST. The Client will be required to pay the applicable GST component on each Tax Invoice.

7.3 ZD reserves the right to adjust the Fees described in the Schedule by providing twenty-eight (28) days written notice to the Client (the "Fee Notice"). The Client will be deemed to have accepted those adjusted fees upon receipt of the Fee Notice.

7.4 In addition to clause 7.3 of this Agreement, ZD may alter the Fees at any time in the event of:

(a) any unusual increase in the cost of providing the Services to the Client that is beyond ZD's control including but not limited to road tolls, congestion or similar charges or increases in fuel costs; and

(b) any variations to the scheduled Services at the request of the Client including but not limited to changes to the frequency of the Services.

7.5 If the Client fails to pay any undisputed sums due under the Agreement on the due date for payment then ZD may, in its absolute discretion and at the Client's sole cost, within five (5) Working Days after issuing a written notice to the Client to cure the default (which default remains uncured after such period):

(a) suspend all or any part of the Services and require payment of all amounts due in cleared funds before recommencing the Services; or

(b) immediately terminate the Agreement by written notice to the Client.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All IPR in the Services and any other processes or methods created, supplied or used by ZD from time to time, belong to ZD.

8.2 Any IPR belonging to the Client as at the Commencement Date shall remain IPR of the Client. The Client shall indemnify and keep ZD indemnified from and against any and all costs, claims, damages, losses and expenses (including legal expenses) arising from ZD's use of such IPR or its dealing with the Articles.

9. CONFIDENTIALITY

9.1 In this clause 9, "Confidential Information" means all confidential information actually disclosed by one party ("Disclosing Party") to the other ("Receiving Party") whether before or after the date of the Agreement .

9.2 During the Term of the Agreement and after termination or expiry of the Agreement for any reason the Receiving Party shall:

(a) not use Confidential Information for a purpose other than the performance of its obligations under the Agreement;

(b) not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clause 9.3 and 9.4 of this Agreement; and

(c) make every effort to prevent the unauthorized use or disclosure of Confidential Information.

9.3 During the Term of the Agreement, the Receiving Party may disclose Confidential Information to any of its directors, officers, employees, sub-contractors and Clients (a "Recipient") to the extent that disclosure is absolutely necessary for the purposes of the Agreement.

9.4 Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Agreement as if the Recipient was a party to the Agreement.

9.5 Clauses 9.2 to 9.4 of this Agreement does not apply to Confidential Information which:

(a) is or becomes at any time publicly known other than by the Receiving Party's or Recipient's breach of the Agreement; or

(b) can be shown by the Receiving Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

(c) is or becomes available to the Receiving Party otherwise than pursuant to the Agreement and free of any restrictions as to its use or disclosure; or

(d) is required to be disclosed by law.

9.6 The obligations under this clause 9 survive the termination or expiry of this Agreement.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall be deemed to be an exclusion or limitation (or attempt to create an exclusion or limitation) of either party's liability for death or personal injury claims arising from a party's negligence and/or any other matter for which it would be unlawful for such party to exclude or limit, or attempt to exclude or limit, its liability.

10.2 The Client acknowledges and agrees that:

(a) knowledge by ZD of the contents of the Articles is limited to the physical existence of the Articles and further that ZD has taken no steps (nor is it required to or will) to verify the existence of, or the nature, content, value, or meaning of the Articles;

(b) the value of the contents of the Articles may be disproportionate to the Fees; and

| EPW-14.2.3   Initial_____   Confidential & Proprietary

(c) in view of clause 10.2 (a) and/or (b) above it is fair and reasonable for ZD to exclude and limit its liability as provided in the Agreement.

10.3 ZD's total liability in respect of loss of or damage to tangible property (excluding Articles) shall not in any circumstances exceed one million Australian dollars ($1,000,000) per event or series of related events.

10.4 ZD shall not be liable in case of loss, destruction, or damage of or to the Articles to the extent that items are in the Client's possession, at the Client's Facility or have been transferred to or collected by a third party carrier or other service provider appointed by the Client, at the Client's direction or approval.

10.5 The Client acknowledges and agrees that ZD shall not be responsible or liable whatsoever for the contents of the Articles and ZD shall have no liability to the Client or any third party for the destruction of Articles at the direction of the Client.

10.6 The Client agrees to indemnify ZD from any liability to the Client or any third party in case of destruction of the Articles at the direction of the Client.

10.7 For Services: ZD's liability for the direct losses that arise as a result from ZD's negligence in performing the Services in accordance with the Agreement (save as provided in clause 10.9 of this Agreement) shall not exceed the aggregate amount of the Fees that the Client has paid for the Services in the three (3) months preceding the event which gave rise to the claim. For goods: Regarding the sale of any storage containers or other products by ZD to the Client; ZD agrees to assign to the Client any manufacturer's warranties applicable to such products but makes no express or implied warranties and shall not otherwise be liable whether in contract, tort, or by statute, common law, trade usage, custom or otherwise in any circumstances in respect of the quality or fitness for purpose, or description of such products and any liability is limited to the cost of such items. For Images: ZD's liability for damages (whether arising under contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise) including, but not limited to, loss or destruction of, or damage to an Image or Images stored in Service Centres shall be limited to the lower of the proven losses arising directly from ZD's default or the total Fees paid by the Client to ZD for the Image on Demand Services received in the period three (3) months prior to the occurrence of such liability.

10.8 In the event that ZD is liable to the Client under the Agreement, ZD's liability shall be limited to direct damages, and in no event and under no legal theory, including tort, contract or otherwise, shall ZD be liable in any circumstances for:

(a) loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or

(b) loss of use or value of any data or equipment including software, wasted management time, operation or other time (whether any of the foregoing are direct, indirect or consequential); or

(c) any indirect or consequential loss or damage; or

(d) the Client's software or data including incorrect or failure to back up data, the poor performance or non-performance of the Client's systems; or

(e) the Client's decision not to, or its failure to implement any reasonable change to Client's environment that supports the Services that may be advised by ZD in writing.

10.9 The Client declares and agrees, for the purposes of the Agreement, that the value of Articles is no more than one Australian dollar ($1) per carton, linear foot of open-shelf files, container or other hard-copy storage unit and ZD's liability (if any) for loss of or damage to all or part of the Articles shall be limited to one Australian dollar ($1) per carton, linear foot of open shelf or other hard-copy storage unit to a maximum aggregate sum of two hundred and fifty thousand Australian dollars ($250,000) in any Year.

11. TERMINATION

11.1 Either party may terminate the Agreement by notice in writing to the other:

(a) if such other party is in material or persistent breach of its obligations under the Agreement and such other party fails to remedy such breach within twenty (20) Working Days of service of a written notice, specifying the breach and requiring it to be remedied;

(b) if such other party has a petition for winding up or for an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or has an administrative or other receiver or an administrator of all of or any part of its undertaking or assets appointed or (being an individual or partnership) has a bankruptcy petition presented against it or similar situation arises; or

(c) as provided in clause 3 of this Agreement.

11.2 Upon the termination of the Agreement for any reason, the Client shall be liable to make an upfront payment to ZD in respect of the cost of ZD returning the Articles to the Client, plus any outstanding debts owed, including but not limited to any permanent withdrawal and retrieval fees.

12. NOTIFICATIONS, COMPLAINTS AND LEGAL ACTIONS

12.1 Any formal legal proceedings issued by the Client against ZD for loss, damage, or destruction of the Articles or provision of the Services shall only be valid if made within nine (9) months after the later of either: (i) the date of performance of the Services concerned, or (ii) the date when the loss, damage, or destruction of all or part of the Articles has been communicated to the Client, or the Client otherwise becomes aware of the same.

12.2 Any notification required under the Agreement must be sent to the interested party at the address provided on the signature page of this Agreement or the then current registered address. Notifications sent to ZD should be marked for the attention of ZD's Chief Financial Officer and must also be copied to ZD's nominated main contact as shall be notified to the Client from time to time (if any) or ZD's Client Services Department.

12.3 All notices that are required to be given under the Agreement shall be in writing and shall be sent to the registered address of the respective party, by express post or email and shall be deemed to have been received:

(a) by express post, forty eight (48) hours after the date of mailing; or

(b) by email or facsimile, immediately upon confirmation of transmission.

13. AUDIT RIGHTS

13.1 ZD shall provide to the Client or the Client's internal audit staff or properly appointed external auditors, as the Client may notify ZD in writing from time to time ("Auditors"), all the Client's regulators ("Regulators"), access to the Client's records (but excluding any financial or proprietary information of ZD or ZD's other Clients) at the ZD Facility at such reasonable times that ZD considers to be appropriate subject at all times to the Client:

(a) providing at least ten (10) Working Days' prior written notice to ZD;

(b) complying with ZD's security measures and policies at the ZD Facility;

(c) ensuring that prior to any access to the ZD Facility all the Auditors or Regulators sign ZD's non-disclosure agreement;

(d) (except where an audit is imposed by the Regulators or unless otherwise agreed by the parties in writing) ensure that only one such audit shall take place in any one (1) Year; and

(e) paying any reasonable costs incurred by ZD at ZD's then prevailing rate in order for ZD to facilitate the Auditors or Regulators to conduct the audit.

14. GENERAL

14.1 No addition to, or modification of, any provision in the Agreement shall be binding on either party unless made in writing and signed by duly authorised representatives of both parties.

14.2 ZD shall not be liable for any delay or inability to perform Services caused by acts of God, fire flood or storm, pandemic, government actions, labour unrest, riots, terrorist acts, unusual traffic delays or other causes beyond its control. If such inability persists for a continuous period of more than thirty (30) days, either party may terminate the Agreement by notice in writing to the other.

14.3 ZD may use sub-contractors to provide parts of the Services but such use shall not relieve ZD of its obligations under the Agreement.

14.4 The Client may not assign or otherwise transfer the Agreement or any of its rights or obligations whether in whole or in part without the prior written consent of ZD.

14.5 ZD may transfer and/or assign any rights or obligations under this Agreement in whole or in part without the Client's approval to a Related Body Corporate or an ZD group company.

14.6 No failure of either party to enforce its rights under the Agreement at any time for any period shall be construed as a waiver of such rights.

14.7 If any provision in the Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable and which most closely reflects the intent of entering into the Agreement.

14.8 The Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior Agreements, negotiations, correspondence, representations (except fraudulent representations), understandings and communications between the parties, whether written or oral, respecting the subject matter.

14.9 By entering into this Agreement, the Client consents to receive relevant information and materials regarding ZD's service offerings (the "Information"). The Information will be sent to the Client via electronic message as defined pursuant to the Spam Act 2003 (Cth) from ZD or ZD's employees, agents and/or its permitted assigns.

14.10 The Agreement shall be governed by and construed in accordance with the laws of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the Australian Courts.

15. IMPLEMENTATION PLAN

15.1 ZD and the Client may, prior to or on the Commencement Date agree an 'Implementation Plan' as set out in Appendix 1 for the initial move to ZD's Facilities of any Articles. The Implementation Plan shall set out the method by which the Articles are made available to, or collected by ZD from either the Client or the Client's previous supplier ("Implementation Services").

16. EXIT PLAN

16.1 Both parties may agree an Exit Plan during the term of this Agreement in accordance with Appendix 2 to this Agreement.

Schedule - Fees and Service

CLIENT:

SERVICES

This Agreement describes the Services, Service Levels, Service Parameters and Fees relating to the Services being records management and also sets out specific operational obligations of each party to this Agreement.

INITIAL TERM:

FEES and SERVICE LEVELS

Fees quoted in this Agreement are exclusive of GST, are in Australian currency and unless otherwise stated are listed on a per month basis.

Minimum Monthly Commitment:

A Minimum Monthly Commitment (MMC) will apply for the duration of the Agreement.

PART 1: FEES

1.1 IMPLEMENTATION SERVICES

INITIAL MOVE		
DESCRIPTION	PRICE	PER
▪ Initial Move – Lodgement – Standard Archive Carton (SAC)	$	Carton
▪ Initial Move – Individual Listing - Cataloguer	$	Hour
▪ Initial Move – Labourer	$	Hour
▪ Initial Move – Labour and Vehicle	$	Hour
▪ Initial Move – Transport - Driver and Vehicle	$	Hour
▪ Initial Move – Product Supply - Standard Archive Carton (SAC)	$	Carton

1.2 ONGOING STORAGE AND SERVICES

STORAGE AND SERVICES		
DESCRIPTION	PRICE	PER
STORAGE		
▪ Standard Archive Carton (ST - SAC)	$	Carton per month
▪ Storage Minimum (ST – MIN)	$	Month
LODGEMENT / REFILE – BOX/CARTON		
▪ Add New Box (AD-BOX)	$	Box/Carton
▪ Add New File (AD-ITEM)	$	File
▪ Refile Box (RFL-BOX)	$	Box/Carton
▪ Re-Lodgement Search File to Box/Carton (RFL-CHLD)	$	File
RETRIEVAL **		
▪ Retrieval Next Day– Box/Carton (RET-NEXT)	$	Box/Carton
▪ Retrieval Search Next Day – File from Box/Carton (RTS-CHDN)	$	File
▪ Urgent Retrieval – Box/Carton (RET-URG)	$	Box/Carton
▪ Retrieval Search Urgent – File from Box/Carton (RTS-CHDU)	$	File
▪ Retrieve Scan on Demand up to 20 pages (RET-SCAN)	$	File
▪ Retrieve Scan on Demand Urgent up to 20 pages (RET-SCAU)	$	File
▪ Scan on Demand - additional pages (MS-PAGE)	$	Each
DESTRUCTION		
▪ Archival Destruction – Box, includes retrieval (DES-BOX)	$	Box/Carton
TRANSPORTATION		
▪ Transport - Next Day Collection/Delivery to CBD/Metro (TR-NEXT)	$	Collection/Delivery

▪	Handling Fee – Delivery / Collection (TR-HAND)	$	Box/Carton
▪	Transport - Urgent Delivery –(TR-URG)	$	Delivery
▪	Handling Fee – Urgent Delivery / Collection (TR-UHAND)	$	Box/Carton

OTHER SERVICES			
DESCRIPTION		PRICE	PER
MISCELLANEOUS			
▪	Standard Labour (MS-LAB, MS-CCC)	$	Hour
▪	Individual Listing (Cataloguing) Labour (MS-CAT)	$	Hour
▪	Supervisor Labour (MS-SUP)	$	Hour
▪	Driver and Vehicle (MS-LVH)	$	Hour
▪	Fuel Surcharge Levy		Of Transport
▪	Standard Report/Data Extract and Supply*	$	Report/Extract
▪	Standard Retention Management Report/Data Extract and Supply*	$	Report/Extract
▪	Manual Order Entry e.g. Fax or E-Mail (MS-CCC)	$	Hour
▪	Re-Boxing, includes box/carton supply (MS-REBOX)	$	Box/Carton
▪	Data Breach Reporting	$	Per Month
WEB MANAGEMENT			
▪	ZircoBRIDGE - Initial Setup		Free
▪	ZircoBRIDGE - Standard Version Usage		Free
▪	ZircoBRIDGE - Optional Features		POA
▪	ZircoBRIDGE - Maintenance - Add/Delete User/Department (MS-WM)	$	Entity
PRODUCT SUPPLY			
▪	Product Supply - Standard Archive Carton, 39cm x 30cm x 25cm (SL-SAC)	$	Each
▪	Product Supply - Box Barcodes (SL-BARB)	Free	Each
▪	Product Supply - Handling Fee	$	Box/Carton
PERMANENT WITHDRAWAL FROM STORAGE			
▪	Permanent Withdrawal - Box/Carton inc. Withdrawal fee (PRM-BOX)	$	Box/Carton
▪	Permanent Withdrawal - File from Carton inc. Withdrawal fee (PRM-FILE)	$	File/Packet
ADMINISTRATIVE FEE			
▪	Administrative Fee (MS-ADFEE)	$	Invoice

*Using standard reporting and exporting tools and not requiring specialist I.T. resource support.

**Permanent withdrawal also applies to permanent withdrawal of entire storage holdings which shall be agreed with ZD.

Description of records management Services ("Services")

The Services shall include but not be limited to:

(a) the storage of Articles in various forms, whether in SACs (Standard Archive Cartons), Boxes, rolls, tubes, or other containers, or files stored in either racking or shoes at the ZD Facility. The preferred ZD storage of Articles is in SACs.

(b) the collection of Articles from the agreed Client Facility; the transportation of Articles to ZD Facilities; the return of Articles to the Client's Facility; destruction of the Articles upon the Client's request; and/or other ancillary Services as may be agreed; and

(c) (if requested), the creation of a digital image of an Article or Articles ("Image") in the volumes and format to be agreed between the parties as part of the Image on Demand Service (as further described below in this Schedule.)

All the above Services are priced pursuant to the Schedule.

Storage of Articles

(a) ZD will reserve and maintain space for the Client within the ZD Facility for the storage of Articles and will continue to reserve and maintain this space until such time the Client has permanently withdrawn the Articles.

(b) The Articles will be stored at ZD's discretion at the most suitable ZD Facility to meet the Client's Services requirements.

(c) The decision on whether the Articles shall be stored in a Box or as a separate file in shoes or in an open shelf configuration shall be at the discretion of the Client (acting reasonably) subject to the Client paying the commensurate Fees for that type of storage or Service offering.

Placing Orders

The Client must place written orders for all Services and/or products required from ZD. These orders can be made in writing, by facsimile, by email or via the appropriate ZD System. The order must specify at a minimum the Client's name and contact details, Services and/or products required, full particulars of the items, delivery or collection address and if required the organisation unit or cost centre to which the Services are to be charged.

Urgent retrieval requests (including Retrieval Search as described below in this Schedule) may be submitted by the Client through the appropriate ZD System, facsimile or email but the Client must always accompany such a request with a confirmation telephone call.

Package Reconstruction (Re-boxing)

In order to protect the security of the Articles and to assist ZD to meet its occupational health and safety requirements the Client must ensure that all Boxes that are collected by ZD from the Client Facility or are lodged/ stored in the applicable ZD Facility comply with ZD standard specifications. The Client acknowledges that due to incidental handling or normal wear and tear, the quality of the Boxes may deteriorate over time. Accordingly, during the initial move or from time to time throughout the Term (for example, including during Retrieval or Re-Lodge) ZD may: i) request that the Client arrange to re-box a Box or Boxes that do not meet ZD's standard specifications in order for that Box or those Boxes to meet ZD's standard specifications; or ii) arrange to re-box a Box or those Boxes on behalf of the Client in order for that Box or those Boxes to meet ZD's standard specifications. If ZD exercises its rights under this paragraph, the Client will pay to ZD those requisite Fees as set out in this Schedule.

Lodgement (Receipt of new Boxes) ZD will collect Boxes for storage and lodge into ZD's Facility upon receipt of an order from the Client.

Client to ensure individual Boxes are not over-packed and weigh no more than 16Kg.

Client to ensure Boxes have barcodes affixed on the designated area of the Box and the Destruction Date is clearly marked on the Box. The Destruction Date must be provided to ZD in the order for collection of the Box. If a Destruction Date is not provided, a default Destruction Date will be applied by ZD and deemed to be accepted by the Client, typically seven (7) years from the date of lodgement of the Box.

Upon arrival at the ZD Facility ZD shall:

(a) in accordance with the Client's request, inbound the Box into the applicable ZD System used for recording Articles in storage; and

(b) allocate the Box to a location within the ZD Facility; and

(c) capture the bar-coded data that appears on the Box into any other ZD System used for recording Articles in storage such as the ZD Client portal.

Cataloguing

Upon the Client's request, ZD will carry out data entry of file descriptions into the ZD System used for recording the Client's items in storage. Data will be taken from file listing sheets completed by the Client prior to collection or from the front cover of the file in accordance with the Client's requirements as set out in this Schedule.

Retrieval**

Retrieval Service options include Next Day, Urgent, Permanent and Fax Back/ Image on Demand. Client shall allow only Authorised Users to access ZD's Retrieval Service and ZD will only take instructions from Authorised Users.

Retrieval Next Day: Upon request of the Client ZD shall locate, physically identify and, if in storage, retrieve the Article requested by the Client from the ZD Facility. The rates and service levels applicable to the Retrieval Next Day Services are contained in this Schedule.

Retrieval View*: Upon request of the Client ZD will provide for the temporary retrieval of an Article from storage and place the Article into the appropriate viewing area at the ZD Facility in order for the Client to inspect the Article. The Client will then be able to inspect the Article for the period of time set out in this Schedule or as agreed with ZD. ZD will re-lodge the Article to store once the Client has finished inspecting the Article. The Fees and service levels applicable to the Retrieval View (on request) are contained within this Schedule.

Retrieval Search: Upon request of the Client ZD will search for a non-catalogued Article from within a Box. The Client will provide to ZD order instructions specifying the Article requested including the Articles corresponding barcode identifier on the Box. If the Article is able to be located by ZD, ZD will retrieve the Article and send the Article to the Client. ZD will then return the Box into storage. ZD will notify the Client if the Article cannot be located within the Box. The rates and service levels applicable to the Retrieval Search are contained within this Schedule.

Permanent withdrawal: Upon request of the Client ZD shall locate, physically identify and, if in storage, permanently withdraw the Article requested by the Client from the ZD Facility. Different service levels may apply in respect of whether an Article is to be permanently withdrawn at the Client's request during the Term of the Agreement or whether an Article is to be permanently withdrawn upon termination or expiry of the Agreement. All prevailing service levels and rates for the permanent withdrawal of Articles are provided in this Schedule. In the case of a permanent withdrawal, ZD is to enter on the database that the Article will not be returning to a Facility for storage.

Fax Back: The Client may request ZD retrieves a specific document or page within a Record. Once the Record has been retrieved, the required page or pages within that Record that have been requested by the Client will be faxed to an agreed fax number of the Client within an agreed timescale and at those rates set out in this Schedule.

Image on Demand:* ZD may upon request and by agreement scan and transmit parts or all of an Article electronically (usually via secure FTP transfer) to the Client within an agreed timescale and in accordance with the Fee set out in this Schedule.

Insert Services

Upon request of the Client, the Client may request that a new document (normally one or two pages) is to be added to an individually listed File or a Box already stored within the Facility. Such a document must be presented to ZD by the Client in a sealed envelope and must include the corresponding bar-coded data of either the Box or File within which the document is to be added. The rates and service levels applicable to the Insert Services are contained in this Schedule.

Re-Lodge

Upon request of the Client, ZD is to lodge a previously retrieved catalogued or registered Article into the Facility.

The Client is to make sure that the Article is available to be collected upon the arrival of the relevant driver appointed by ZD at a single ground floor location or loading bay within the Client Facility. ZD will collect the Articles within the period of time and at those Fees provided this Schedule and re-lodge the Article in store at the ZD Facility.

ZD to return the Articles to storage and re-lodge as required.

Re-lodgement Search:

Upon request of the Client ZD is to re- file any un-catalogued or un-registered Record back into its original Box based on the barcode identifier on the Box as provided by the Client.

The Fees and service levels applicable to the Re-lodgement Search are contained within this Schedule.

Transport (Various)

ZD provides a transport service to either collect or deliver ordered Articles. ZD reserves the right to use subcontractors to provide any transport Services. Country, remote and inter-state transport services may be provided on an ad-hoc basis and pricing shall be agreed separately with ZD. The Fees and service levels for CBD and metropolitan transport (including Next Day, Urgent and Out of Hours Services) applicable to the Transport Services are contained in Part 1 of this Schedule.

The Client is to make sure that those Articles to be collected are available for collection upon the arrival of the relevant driver appointed by ZD at a single ground floor location or loading bay within the Client Facility. If this requirement is not complied with by the Client, additional Fees may be incurred.

The Client is to make sure that it has the relevant personnel available to receive / dispatch the Articles upon the arrival of driver.

The Client is to raise any discrepancies in respect of the Articles being collected or delivered to the Client with the driver before the driver departs the Client Facility.

Transportation for Deliveries

Next Working Day: An order is placed with a request that the Articles be retrieved and returned to the Client by the end of the next Working Day (between Working Hours of that Working Day). The required cut-off times for such a request are contained in this Schedule.

Urgent: An order is placed with a request that the Articles be retrieved and returned to the Client within a specific timeframe. The required timeframe and cut-off times for such a request are contained in this Schedule.

Out of Hours: An order is placed with a request that the Articles be retrieved and returned to the Client outside of Working Hours. The required timeframe for delivery of such a request is set out in this Schedule.

Articles Destruction*

Client request for Destruction: A request is made by the Client to have a specific Article destroyed. Once confirmed via a Client order the Article will be retrieved from the ZD Facility and destroyed in a secure and safe manner. A certificate of destruction will be supplied to the Client after the destruction upon the Client's request.

Destruction at ZD's instigation: On one (1) occasion per Year or on any other frequency agreed to by the parties, ZD will forward to the Client a schedule describing those Articles that are due to be destroyed. The Client will either authorise that such Articles be destroyed by providing ZD with notice in writing or the Client will provide to ZD an alternative date for such Articles to be destroyed within thirty (30) days from the date of the schedule. If the Client does not provide authorisation to destroy those Articles listed on the schedule within the period of thirty (30) days from the date of the schedule or does not provide ZD with an alternative date for such Articles to be destroyed within thirty (30) days from the date of the schedule, the destruction date for such Articles will be postponed for a further seven (7) years from the date of the schedule and ZD will deem that such Articles will need to continue to be held in storage.

Product Sales & Supply

ZD may supply the following products in the minimum quantities indicated below:

- Records Box (Minimum 10)
- Plan Boxes (Minimum 10)
- Standard Archive Cartons (SAC) (Minimum 10)
- A3/XRay Boxes (Minimum 10)
- Barcodes. Free of charge.

Minimum order quantities apply per carton type.

Client to ensure the products are used only for the intended purpose for which they were purchased.

Products will be delivered in accordance with the pre agreed timescale as set out in this Schedule.

Ad-hoc Services

ZD may be asked to perform other tasks or provide other services on behalf of the Client that may not be specifically provided for in this Schedule (the "Ad-hoc Service"). ZD will advise the Client of the Fees to perform the Ad-hoc Service upon the Client's request.

Administration charges

As part of the Services, ZD shall provide from time to time reports and administrative assistance which may include but not be limited to movement and history statistics, spend trend analysis or additional required information in hardcopy or electronic format as requested by the Client and agreed with ZD. The associated costs, where applicable, are set out in this Schedule.

Notes:

* These are optional extras to the Service and if taken by the Client may require other service options to be also taken. ZD's account manager or Client Services team will advise the Client of any additional service options.

** All retrieval Services will continue to incur storage Fees until such time the Client has permanently withdrawn the Article to ensure that space is reserved in the ZD Facility for any relodgement of the Client's Articles. All permanent withdrawal of Articles will incur the relevant permanent withdrawal fees as set out in the Schedule.

Cut off Time for Receipt of Orders

Retrieval: Next Day (ND) Delivery, before 3:00 PM ("ND Cut Off Time"). Next Day Delivery for retrieval orders which are within the standard size of consignment (as specified below) received up to the ND Cut Off Time on a Working Day will be delivered before 5:00 PM on the next Working Day. Next Day Delivery retrieval orders received after this ND Cut Off Time may not be delivered until the second Working Day.

Retrieval: Urgent Delivery, before 2:00 PM ("UD Cut Off Time"). Urgent Delivery for retrieval orders which do not exceed five (5) Articles received up to the UD Cut Off Time on a Working Day will be delivered within three (3) hours of ZD receiving the Urgent Delivery order. Urgent Delivery orders received after the UD Cut Off Time may not be delivered until three (3) hours after 9AM on the next Working Day.

Collection: Regular Pickup before 3:00 PM (cut off time). Collected within two (2) Working Days of the Regular Pickup order being placed.

Retrieval: Out of Hours Services: Completion of Out of Hours retrieval orders is up to four (4) hours. The Out of Hours Service delivery schedule is based on the Out of Hours order not exceeding five (5) Articles. Timings for any Out of Hours order exceeding 5 Articles shall, subject to volume, be agreed with ZD.

Notes relating to all Services

Standard size of consignment for all retrieval and collection Services with the exception of retrieval urgent deliveries will be up to a maximum of twenty (20) Articles.

For retrievals: subject to the above cut off times, any orders exceeding the abovementioned standard consignment size may, subject to volume, take an additional one (1) Working Day (or as otherwise agreed with ZD).

For collections: subject to above cut off times, any orders exceeding the abovementioned standard consignment size may, subject to volume, take an additional two (2) Working Days (or as otherwise agreed with ZD). Articles for collection will be lodged and available for reorder one (1) Working Day following collection by ZD.

All service levels listed above relate to retrievals and deliveries in CBD and metropolitan areas. All retrievals and deliveries outside CBD and metropolitan areas (including but not limited to regional, country areas, and inter-state) shall be agreed separately with ZD upon request.

Product Sales & Supply orders, placed prior to 3:00 PM ("PS Cut Off Time") will be delivered within two (2) Working Days of the order being placed. Product Sales & Supply Orders received after the PS Cut Off Time may not be delivered until the third Working Day or as agreed with ZD.

Destruction. Articles authorised by the Client for Destruction will be destroyed within thirty (30) Working Days following an order to destroy such Articles. Certificates of Destruction may take up to fourteen (14) Working Days following destruction to be provided and will be only provided upon request.

Ad-hoc Transportation Request – refers to a delivery request that is outside ZD's normal delivery parameters due to ad-hoc parameters including but not limited to time or distance requirements. ZD may consider Ad-hoc Transportation Requests where feasible, and will, upon request quote prices associated with each Ad-hoc Transportation Requests on a case by case basis.

1.1 The Implementation Plan covers the scope and Fees to be funded by ZD to facilitate the Initial Move. The Initial Move involves the uplift and transfer of the Client's Articles from specified locations as set out in the Implementation Plan.

1.2 Both ZD and the Client shall commit adequate resources to comply with its obligations as set out in this Implementation Plan.

1.3 The objectives of the Implementation Plan are to:

1.3.1 Ensure an orderly and smooth transition of the Services to ZD from the Client or a third party supplier as nominated by the Client;

1.3.2 Ensure that the responsibilities of both parties are clearly defined during the transfer of Articles; and

1.3.3 Ensure that any transfer-related implementation Fees are correctly calculated in accordance with the terms of this Agreement.

1.4 The scope of the Initial Move is as follows:

Volume	Article	Location
99	Cartons	SAMPLE
99	Boxes	SAMPLE
99	Files	SAMPLE

1.5 The Services to be provided by ZD for the Initial Move will include pickup, transportation, receiving, entry and placement into storage.

1.6 The Fees to be charged by ZD for the Initial Move are set out in Part 2 of the Schedule.

1.7 The term of the Initial Move is three (3) months from the Commencement Date.

1.8 Upfront Investment: ZD agrees to fund the following upfront investment costs for the Client:

1.8.1 Permanent withdrawal fees up to the maximum value of $X and up to the value of $X per Carton for a quantity of up to the volume set out in Section 1.4 of the Implementation Plan.

1.8.2 Crediting of ZD Fees for Initial Move costs up to the value of $X.

1.8.3 ZD will reimburse to the Client permanent withdrawal Fees up to the maximum value of $X upon the presentation by the Client of a paid invoice (where applicable) from its third party supplier. The Articles will not be collected until such time that this provision has been met.

1.8.4 ZD will not be liable for any unpaid service charges owed by the Client to its third party supplier which do not relate to agreed permanent withdrawal fees.

1.8.5 Consequences of termination prior to Initial Term.

1.8.5.1 Where ZD provides Implementation Services to the Client and has paid the Client's exit cost from a third party supplier (on the basis that the Client will use the Services for an agreed period of time) ("Investment") then in the event that the Agreement terminates (for whatever reason) prior to the end of the agreed period of time, the Client shall repay the Investment in accordance with the Investment Repayment Fees set out in clause 1.8.6 below of this Implementation Plan. The Investment Repayment Fees shall include but not be limited to cover the uplift costs incurred by ZD to set up and provide the Implementation Services to the Client with a minimum volume commitment of 80% of the initial volume onboarded.

1.8.5.2 The repayment of the Investment is in addition to any Fees due (including but not limited to any permanent withdrawal/disengagement costs, transport costs and retrieval fees and any costs incurred under the Exit Plan). All Investment Repayment Fees are exclusive of GST and are payable in advance by the Client.

1.8.6 Subject to clause 1.8.5 above, the following Investment Repayment Fees will apply:

1.1 Unless agreed otherwise by the parties, Appendix 2 will apply in the event that the Client wishes to remove all its Articles from ZD's Facilities upon termination or expiry of this Agreement either to the Client or a third party replacement supplier ("Exit").

1.2 Both ZD and the Client shall commit adequate resources to comply with its obligations as set out in this Exit Plan,

1.3 ZD and the Client will work together to manage a smooth transfer of the Services.

2. **Exit Plan**

2.1 Unless otherwise agreed by the parties the following periods of time shall apply to the Exit Plan:

2.1.1 Within twenty (20) Working Days of the Client serving notice to terminate the Agreement; or

2.1.2 Within twenty (20) Working Days of ZD serving notice to terminate the Agreement; or

2.1.3 At least two (2) months prior to the expiry of the Agreement;

2.2 ZD shall produce an Exit Plan for the Client.

The objectives of the Exit Plan are to:

2.2.1 Ensure an orderly and smooth transition of the exit Services by ZD to the Client or a third party replacement supplier as nominated by the Client; and

2.2.2 Ensure that the responsibilities of both parties are clearly defined in the event of exit or transfer of Articles; and

2.2.3 Ensure that any transfer-related Exit Fees are correctly calculated in accordance with the terms of this Agreement.

2.3 The Exit Plan shall, as a minimum, provide the Client with:

2.3.1 An up-to-date statement of the Services, service levels and associated documentation; and

2.3.2 A detailed programme of the Exit Plan transfer process and procedure to be implemented by ZD including time frames for the completion of the final Services and the agreed date for the transfer of all Articles held by ZD to the Client or a third party replacement supplier as nominated by the Client; and

2.3.3 A list of applicable reasonable rates for any additional ZD resources that may be required to give effect to the smooth transfer of the Services to the Client or a third party replacement supplier as nominated by the Client to the extent that such additional resources are required to meet the Client's needs or agreed Exit Plan service levels.