

E-COMMERCE PLATFORM

TERMS OF USE

CONTRACTOR MANAGEMENT SYSTEMS

FOR SUPPLY OF SERVICES UNDER A CONTRACT

1. THE CE SOLUTION

1.1 General

- (a) These Terms of Use govern the engagement of Supplier when working at any Site where Supplier is utilising the Contractor Engagement Solution (**CE Solution**). The CE Solution has been established to ensure the efficient completion of administrative tasks including electronic timesheets, PO allocation, cost distribution, and invoicing.
- (b) The CE Solution comprises systems that support the on-boarding and invoicing process for contractors working at any Site, and includes:
- (i) the Site Approval and On-Boarding System;
 - (ii) a Proof of Presence System; and
 - (iii) the Invoicing System.
- RT may require Supplier to utilise only one, two or three of the above systems. If only one or two systems, then the clauses in these Terms of Use applicable to the other system or systems will not apply to Supplier.
- (c) Throughout any period of engagement with Supplier where the CE Solution is applicable, RT may:
- (i) by written notice to Supplier, update these Terms of Use;
 - (ii) conduct a review of Supplier's approval and on-boarding status; and
 - (iii) conduct performance reviews to evaluate Supplier's performance against set performance indicators, including Supplier's and its Personnel's compliance with these Terms of Use.

1.2 Definitions

In these Terms of Use the following terms have the meanings set out below:

Approval	Any approval granted by RT for allocations, fees and expenditure under the Contract as requested by Supplier, processed either through the Invoicing System or in writing outside the CE Solution, that requires express written approval, and "Approved" has a corresponding meaning.
Approved Work Schedule	Has the meaning set out in Section 4.1(a) of these Terms of Use.
Authorised	Approval by RT of allocations and fee requests, Approvals, Override, as requested by Supplier and processed through the Invoicing System, and "Authorisation" has a corresponding meaning.
Contract	The agreement in which these Terms of Use are referenced, or a statement of work issued under such an agreement.
Invoicing System	The Internet-enabled web-based software application that supports the virtual access control, invoicing process, and the time and/or activities verification of Supplier Personnel, plant and equipment, and materials, when working at or for any Site, and is operated by the Relevant Invoicing Entity.

Overrides	A request by Supplier through the Invoicing System for additional labour hours performed under the PO or Contract, or outside Approved Work Schedules, that require approval by RT within or outside the Invoicing System, and includes Approvals.
Proof of Presence	The applicable and relevant technological device that interfaces with the CE Solution as nominated by RT from time to time.
PO	An individual purchase order issued by RT to Supplier in respect of the Supply, which will be subject to the terms of the Contract including these Terms of Use.
Recipient Created Tax Invoices or RCTI	In the context of Section 5, means the tax invoices electronically issued by RT to Supplier for Supply actually performed under the PO or Contract.
Relevant Invoicing Entity	The invoicing system entity nominated and advised by RT for a relevant Site from time to time.
Relevant On-Boarding Entity	The on-boarding entity nominated and advised by RT for a relevant Site from time to time.
RT	The relevant RT Group Member that issued the PO in connection with the Contract.
Site Approval and On-Boarding System	The Internet-enabled web-based software application that supports the compliance, qualifications, and skill sets of Supplier Personnel, plant and equipment, and materials, when working at or for any Site, and is operated by the Relevant On-Boarding Entity.
Software Provider Licence Agreement	Has the meaning set out in Section 2.2(a)(i) of these Terms of Use.
Supplier	The party (as identified in the Contract or PO) responsible for performing the Supply.
Supplier Approval Procedure	Any procedure established by RT which governs the engagement and approval of contractors.

1.3 Interpretation

- (a) Where a term is capitalised and not defined in these Terms of Use the term will have the meaning as set out in the Contract, unless the context requires otherwise.
- (b) A provision of these Terms of Use must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document.
- (c) A reference to a “roster” or “shift” in the Contract between the parties that has been approved by RT, is deemed to include the “Approved Work Schedule”.

2. SUPPLIER RESPONSIBILITIES

2.1 General Responsibilities

- (a) In connection with any Supply performed at a Site, Supplier and its Personnel will be required to use the CE Solution for:
 - (i) validation of on-boarding requirements prior to attending any Site;
 - (ii) validation of trade qualifications applicable to such Personnel; and
 - (iii) allocation and submission of labour, equipment and reimbursable activities at any relevant Site.
- (b) Supplier will be paid by RT based on the information processed by the CE Solution.
- (c) Each Supplier Personnel must enter and exit a Site using the Proof of Presence to ensure time on Site is accurately captured, if RT has Proof of Presence at the relevant Site.
- (d) Supplier will be unable to submit charges for Supplier Personnel's hours which have not been validated by the CE Solution. Where Supplier Personnel fail to utilise the Proof of Presence, Supplier will need to submit an Approval and Override request (with relevant documentation) to RT for Approval.

2.2 Applicable Software Provider Licence Agreement

- (a) Prior to the commencement of the Supply, Supplier must:
 - (i) enter into an agreement with the nominated Relevant On-Boarding Entity in relation to Supplier's access to, and use of, the CE Solution (**Software Provider Licence Agreement**); and
 - (ii) complete all applicable CE Solution and process training required by RT prior to the commencement of the Supply.
- (b) If Supplier ceases to be entitled to use the CE Solution, Supplier must:
 - (i) immediately notify RT in writing; and
 - (ii) pro-actively liaise with the Relevant On-Boarding Entity to reinstate its entitlements to use the CE Solution.

2.3 Costs of CE Solution

- (a) RT will bear the cost of:
 - (i) Supplier's licence to access and use the Invoicing System;
 - (ii) Proof of Presence infrastructure;
 - (iii) the provision of the CE Solution training material and resources to Supplier, as required and determined by RT.
- (b) Supplier must bear all other costs in connection with the CE Solution including but not limited to:
 - (i) where applicable, any licence to access and use the Site Approval and On-Boarding System, which may require an annual subscription;
 - (ii) data entry;
 - (iii) management of functions within the CE Solution; and
 - (iv) time required to train in the use of the CE Solution.

3. SITE APPROVAL AND ON-BOARDING SYSTEM

3.1 Site Approval and On-Boarding System

- (a) Supplier must:
 - (i) comply with all procedural requirements established by any applicable Site Approval and On-Boarding System; and
 - (ii) maintain a standard of work and commercial practices that is in compliance with any applicable Supplier Approval Procedure.
- (b) RT may review Supplier's approval and on-boarding status during the term of the Contract.
- (c) Supplier acknowledges that the maintenance of its approval and on-boarding status is not a guarantee of the award for any other contract of work to be performed for RT.

4. INVOICING SYSTEM

4.1 Approved Work Schedules

- (a) RT may prescribe a relevant work schedule which consists of:
 - (i) a shift start time and a shift end time; and
 - (ii) the relevant number of workdays,for Supplier Personnel to be registered in the CE Solution (**Approved Work Schedule**).
- (b) Supplier must then assign the relevant Approved Work Schedule to its Personnel.
- (c) At any time and upon notice to Supplier, RT may update and/or change the Approved Work Schedule. Supplier will not be entitled to charge RT costs it has incurred to comply with the revised Approved Work Schedule for its Personnel unless RT failed to provide at least 24 hours' notice for such change.
- (d) RT may, at its discretion, apply a grace period to the start time and/or end time of any Approved Work Schedule to allow for recognition of commencement/termination of any work periods via a delay in the utilisation of the Proof of Presence (for example network access issues etc). Any such

grace period will not exceed the total shift hours applicable for that relevant Approved Work Schedule.

4.2 Start of Work Schedule (Roster)

Supplier Personnel are required to enter a RT work area and log in their start time using the Proof of Presence, if RT has Proof of Presence at the relevant Site.

4.3 End of Work Schedule (Roster)

Supplier Personnel are required to exit a RT work area and log in their end time using the Proof of Presence, if RT has Proof of Presence at the relevant Site.

4.4 Rounding Net Time

Supplier will be paid for actual time performing the Supply on Site, rounded to the nearest increment (in minutes) specified by RT in such a way that the time is rounded up on a net basis. Any time spent outside of a RT Site will not be chargeable unless otherwise Approved by RT.

4.5 Fixed Fee, Lump Sum or Performance based pricing mechanism

- (a) Where the parties have agreed in the Contract for a Supplier to perform and complete Supply using a pricing mechanism based on one, or a combination of, the following pricing arrangements:
 - (i) periodic fixed fee;
 - (ii) lump sum; and/or
 - (iii) performance / output based model or milestone payments,Supplier must:
 - (iv) ensure its Personnel log in their start and end times using the Proof of Presence (if RT has Proof of Presence at the relevant Site) based on a \$0/hour basis; and
 - (v) only invoice the relevant agreed period fixed fee, lump sum, milestone payment or performance output based fee in accordance with the Contract through the “material module” of the Invoicing System.
- (b) Where the Contract involves multiple pricing arrangements that include a schedule of rates (times and materials), fixed fee, lump sum, milestone payments or performance based models, the portion of Supply that relates to the schedule of rates must still comply with Section 4.4{a} and not be on a \$0/hour basis.

4.6 Allocation of activities

- (a) Supplier will use the Invoicing System to review the gate activity, allocate the net labour hours, any equipment usage and/or reimbursable costs to the relevant PO. Supplier must submit the hours and costs through the Invoicing System for Authorisation by RT. All hours for a working day should be allocated and accepted by the Supplier administrator in the Invoicing System within 48 hours of the work taking place, or as communicated by RT. Hours for the weekend and/or holidays will be captured on the next working day.
- (b) It is Supplier's responsibility to communicate to Supplier Personnel the requirements of the CE Solution and the impact of failing to use the Proof of Presence (if applicable) or Approved Work Schedules.

4.7 Approval Request Process

- (a) An Approval is a two-step process as follows:
 - (i) **Step One** – Supplier administrator submits an Approval request to RT through the Invoicing System or in writing with an estimation of the additional work required, its cost impact, and the relevant effective dates.
 - (ii) **Step Two** – RT will review the Approval request, and at its discretion, may approve it in the Invoicing System or in writing. Upon the request being Authorised, Supplier may be issued an Approval Number through the Invoicing System.
- (b) For any Supply where there is no existing rate in the Contract, Supplier must submit additional documentation to help RT review such activities as part of Step One above.

4.8 Overrides Request Process

- (a) All Overrides requests are subject to Authorisation by RT.
- (b) An Override request is a two-step process as follows:

- (i) **Step One** – Supplier administrator submits an Override request through the Invoicing System or in writing with the actual additional hours worked. For activities that require an Approval Number, Supplier must reference the Approval Number in the Override request.
- (ii) **Step Two** – If the Override request is Approved, the net billable time will be updated to reflect the new total hours worked by Supplier. Supplier will then allocate these hours to the relevant PO.
- (iii) If the Override request is not approved, the request will be returned to Supplier with reasoning as to why it was not approved.
- (c) All Approvals and Overrides must be processed by the end of the next working day, or such other time as directed by RT. Requests for additional time must be received prior to allocation of net hours to PO line items. Allocations to a PO may occur the next working day after the work was performed (or such other time as directed by RT).
- (d) If RT does not Authorise an Approval or an Override, Supplier will only be paid according to the hours calculated in the Invoicing System.
- (e) If the Contract, PO or other written agreement between the parties provides an alternative methodology for Approvals or Overrides, then the methodology in the Contract, PO or written agreement will be used.

4.9 Trade Skills/Roles

A list of all roles and rates set up for each Supplier in the Invoicing System will be made available for verification prior to commencement of the Supply. Supplier Personnel will be assigned to a default role, though certain nominated roles may be adjusted during allocation on a case-by-case basis.

4.10 Rates

Labour and equipment rates from applicable POs and Contracts will be uploaded into the Invoicing System.

4.11 Pay Rules

The pay formula used in the Invoicing System is generated from the “pay formula worksheet” which is derived from the agreed Contract or PO Supplier has with RT.

5. RECIPIENT CREATED TAX INVOICES (RCTI)

- (a) Where the CE Solution has been utilised, the parties acknowledge and agree that:
 - (i) RT may issue an RCTI for all relevant Supply, after each relevant activity has been processed and Authorised by RT; and
 - (ii) Supplier must not issue or duplicate Tax Invoices in respect of any Supply for which RT has issued or is to issue a RCTI.
- (b) The parties acknowledge and agree that:
 - (i) as and when the CE Solution is deployed and implemented for each relevant Site, and subject to RT's request to proceed with the RCTI process, Supplier will sign and execute an RCTI acknowledgement form as provided by RT; and
 - (ii) any reference in a PO or Contract to a tax invoice being submitted, will now be deemed to include “an RCTI being issued by RT”.

6. PRECEDENCE

6.1 Precedence

- (a) These Terms of Use are subject to the Contract.
- (b) If there is any ambiguity or inconsistency between these Terms of Use and other provisions in, or referenced in, the Contract, these Terms of Use will not apply to the extent of any such ambiguity or inconsistency and the other provisions in, or referenced in, the Contract will take precedence.