

Schedule 5

Invoice Payment Terms

About these terms and conditions

This Schedule is specifically incorporated by reference into the Master Services Agreement between the Customer and Supplier to the extent it relates to payment by the Customer for the Services.

1. Credit facility

- 1.1 If Customer seeks a credit account, it must apply through the Order Form and provide such relevant information as Supplier may reasonably require in order to assess the application.
- 1.2 Supplier may, in its absolute discretion, agree to grant the Customer a credit account after reviewing all information provided by the Customer.
- 1.3 Customer agrees that in assessing the Customer's credit application, Supplier may give to, and seek from, any credit reporting agency any information about Customer's commercial credit worthiness.
- 1.4 If Supplier has agreed to grant a credit account for Customer:
- (a) Supplier may agree, for the agreed fee, to render consolidated monthly Tax Invoices to Customer; and
- (b) All invoices must be paid within thirty (30) days of receipt by the Customer.
- 1.5 Subject to clause 1.6 below, Supplier will raise in a Tax invoice on the first

day of each month during the Term in respect of:

- (a) Licence Fees payable in respect of each Active User as at that date;
- (b) any Verification Services, Professional Services or Integration Services consumed by the Customer in the previous month; and
- (c) any Recoverable Expenses.

1.6 If the first day of any month is not a Business Day, Supplier must raise a Tax Invoice on the next Business Day.

1.7 For the purposes of clause 1.5(b) above, Customer will be deemed to have consumed a Verification Service when the relevant Worker has commenced the relevant Verification Requirement.

1.8 Clauses 2 and 3 only apply to a Customer's credit account granted by the Supplier in accordance with clause 1.

2. Disputed invoices

2.1 If the Customer, upon receipt of a Tax Invoice issued under this Agreement by Supplier, is of the opinion that the invoiced amount is not correct then:

- (a) Customer will, within 10 Business Days from the date it received the Tax Invoice, issue a notice (**Payment Dispute Notice**) identifying the amount in dispute, giving full reasons for the dispute and, if possible, specifying the amount Customer determines to be the correct amount; and
- (b) Customer will pay the undisputed amount of the disputed Tax Invoice in accordance with this Schedule.
- 2.2 Within 10 Business Days of receipt of a Payment Dispute Notice, Supplier must:
- (a) accept the revised amount or, if none has been given, submit a revised amount, and notify this in writing to Customer by re-issuing the relevant Tax Invoice; or
- (b) reject the revised amount and notify this in writing to Customer setting out further particulars, including a detailed calculation of the invoiced amount it determines to be correct.
- 2.3 If Customer disagrees with a notice issued by Supplier pursuant to clause 2.2(b), Customer may, within 10 Business Days of receipt of such notice refer the matter for resolution in accordance with the dispute

resolution process set forth in clause 18 of the Master Services Agreement.

3. **Overdue amounts**

- 3.1 If the Customer fails to pay any amount to Supplier which is due and owing in accordance with the Agreement and is not the subject of a bona fide dispute raised in accordance with clause 2 of this Schedule, the Customer must pay interest on that amount at the Default Rate, calculated from the date the amount became due and owing.
- 3.2 Interest pursuant to clause 3.1 accrues daily, may be capitalised by Supplier and is payable on demand. The Default Rate is calculated at:
- $(x + 2)\%$ per annum**
- where “x” is the interest rate quoted by the Commonwealth Bank of Australia (**Bank**) as its overdraft rate for overdrafts greater than \$100,000 (**Published Rate**) or, should there cease to be a Published Rate, the rate which the Bank designates as being an appropriate substitute for the Published Rate.
- 3.3 If any undisputed amount of any Tax Invoice remains unpaid for 30 days beyond the due date, Supplier may, without prejudice to any other rights under the Master Services Agreement, immediately suspend the Customer’s access to Kinatico.
- 3.4 If, following suspension pursuant to clause 3.3 above, the undisputed amount remains unpaid for a further 30 days, Supplier may immediately

terminate the Agreement and the Customer's access to Kinatico.

4. Termination

Clause 3 of this Schedule will survive termination of the Agreement.

5. Definitions and Interpretation

5.1 Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.

5.2 In this Schedule, unless the context otherwise requires:

- (a) **Bank** has the meaning given in clause 3.2 of this Schedule.
- (b) **Default Rate** has the meaning given in clause 3.2 of this Schedule.
- (c) **Payment Dispute Notice** has the meaning given in clause 3.2 of this Schedule.
- (d) **Published Rate** has the meaning given in clause 2.1 of this Schedule.

Version history

This is version 2.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	16/06/2025	16/06/2025	First version published
2.0	16/09/2026	13/10/2026	Changes in nomenclature