

The Parties agree that the following Terms and Conditions apply to the services provided by Vectra in this Scope of Work.

1. Definitions

1.1 For the purposes of this document the following definitions shall apply:

“Client” means, the party named in a Scope of Work attached to this Agreement;

“Contract Material” means any material that is created, written or otherwise brought into existence by or on behalf of Vectra for the purpose of performing the Services under this agreement including but not limited to documents, equipment, information and data stored by any means;

“Confidential information” means and includes any documentation or information marked as confidential and supplied by a party and all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by a party which has not been previously published or otherwise disclosed to the general public;

“Disclosing party” means a party who discloses confidential information under this Agreement;

“GST” means Goods and Services Tax imposed in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“Information” means and includes information of any nature, knowledge, technology, ideas, technical data, concepts, techniques, processes, formulas, expertise, computer programs, trade secrets, inventions, discoveries, designs, methods, know-how and data, whether recorded or not;

“Intellectual property” means and includes all rights in copyright, trademark design, patents, plant variety, semiconductor or circuit layout rights, trade, business or company names, trade secret, confidential or other property rights or any rights to registration of such rights whether created before or after the date of this Agreement, and whether existing in Australia or otherwise and in all cases for the duration of the rights;

“Modern Slavery” means “modern slavery” as defined in the Modern Slavery Act 2018 (Cth) and similar legislation in any other jurisdiction, whether elsewhere in Australia or otherwise. Modern Slavery includes an activity, practice or conduct that occurs outside of Australia that would constitute Modern Slavery if that activity, practice or conduct had occurred in Australia.

“Modern Slavery Laws” mean the laws referred to in the definition of “modern slavery” in the Modern Slavery Act 2018 (Cth) and similar legislation in any other jurisdiction, whether elsewhere in Australia or otherwise.

“Party” means, in relation to this Agreement Client or Vectra;

“PCI DSS” means the Payment Card Industry Data Security Standard as regulated by the PCI Security Standards Council LLC;

“PCI SSC” means the PCI Security Standards Council LLC;

“Privacy Law” means the Privacy Act 1988 (Cth) and includes all legislation relating to the privacy of personal and sensitive information applicable in the relevant jurisdiction including applicable privacy standards, codes of practice and guidelines in force from time to time;

“Receiving party” means a party who receives confidential information under this Agreement;

“Related companies” means its related controlled entities;

“Scope of Work” means a document which defines Vectra Services and associated fees;

“Services” means the deliverables described in a Scope of Work;

“Subsidiaries” means a subsidiary (as that term is defined in the Corporations Act 2001) of the Client;

“Term” means the period described in a Scope of Work.

2. Vectra Obligations

2.1 Vectra will, when requested by the Client from time to time to perform the Services, perform the Services for the Client in a timely, efficient and diligent manner and to the standard of skill and care expected of Vectra personnel experienced in the provision of the type of services required by Client in accordance with this Agreement.

2.2 Vectra will use all reasonable efforts to inform itself of the requirements of Client and must regularly consult with Client during the performance of the Services.

2.3 Vectra will ensure that all personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced in the provision of the type of services required by Client.

2.4 Vectra will comply with all directions, procedures and policies relating to occupational health, safety and security pertaining to Client premises and facilities.

3. Client Obligations

3.1 Client will as soon as practicable, or as required by this Agreement:

(i) make available to Vectra all relevant instructions and information; and

(ii) answer queries made by Vectra;

relating to Client requirements in connection with this Agreement.

4. Intellectual Property

4.1 Client shall retain all title to and intellectual property rights in any materials it provides to Vectra.

4.2 The title to and intellectual property in or in relation to Contract Material vests upon its creation to Vectra.

4.3 If the intellectual property in or in relation to Contract Material is not capable of being vested to Vectra under clause 4.2 because Vectra does not own, and is unable at a reasonable cost to obtain ownership of, that

intellectual property, Vectra must ensure that Client is irrevocably licensed (whether by sub-license from Vectra or direct license from the owner) to use that contract material or that intellectual property.

5. Insurance

- 5.1 Vectra shall be responsible for ensuring that appropriate professional liability insurance and other insurance necessary to cover its participation under this Agreement (including public liability insurance and workers compensation insurance) is in effect.
- 5.2 Vectra shall provide, at Client request, evidence of the insurance.

6. Indemnity

- 6.1 Vectra agrees to indemnify Client and their employees, officers, agents and representatives from and against any liability, loss, harm, damage, cost of legal expense that Client may suffer as a result of any unlawful or negligent act or omission by Vectra.
- 6.2 Client agrees to indemnify Vectra against any liability, loss, harm, damage and cost of legal expense that Vectra may suffer as a result of any unlawful or negligent act or omission of Client, its employees, officers, agents and representatives.
- 6.3 The indemnities in clauses 6.1 and 6.2 shall survive the termination or expiration of this Agreement.

7. Severability

- 7.1 If any clause or part of a clause is held or be deemed illegal or unenforceable for any reason then such clause will be deemed to be deleted from this Agreement and the balance of the Agreement will remain fully effective as far as reasonable. The parties will negotiate in good faith to substitute the illegal or unenforceable clause with a legal and enforceable one.

8. Variation

- 8.1 This Agreement may be varied only with the written agreement of the parties.

9. Termination

- 9.1 Client may, for any reason, terminate this Agreement within a Term, in whole or in part, with at least four (4) weeks' notice served on Vectra.
- 9.2 If Client terminates this Agreement, pursuant to clause 9.1, within a multi-year Term, clauses 9.3 and 9.4 will apply to the then current year of the Term.
- 9.3 If Client terminates this Agreement, pursuant to clause 9.1, in whole:
 - (i) in the case of the fee being paid in instalments – Client shall be liable for any unpaid instalments due to Vectra at the date of termination and also any reasonable costs incurred by Vectra and directly

attributable to the termination of this Agreement.

- (ii) in the case of the fee being paid in full Client shall be liable to pay the fee which shall abate proportionately to the amount of the services rendered up to the date of termination and also any reasonable costs incurred by Vectra and directly attributable to the termination of this Agreement.

- 9.4 If Client terminates this Agreement, pursuant to clause 9.1, in part, Client's liability to pay the fee, whether in instalments or in full, shall in the absence of agreement to the contrary, abate proportionately to the reduction in the services rendered up to the date of partial termination. Client shall also pay any reasonable costs incurred by Vectra and directly attributable to the partial termination of this Agreement.

- 9.5 Vectra shall not be entitled to compensation for loss of prospective profits.

- 9.6 This Agreement may be terminated by a Party immediately upon written notice to the other Party (effective on receipt by the other Party) if that other Party:

- (i) commits a material breach of any term relating to the Agreement and which, in the case of a breach which can be remedied, has not been remedied within fourteen (14) days (or such other period of time as the parties may agree) of a written request by the other party to do so; or
- (ii) suffers an Event of Insolvency.

In this clause, Event of Insolvency means any of the following:

- (a) a party becomes an externally administered body corporate or insolvent under administration within the meaning of the Corporations Act 2001;
- (b) other than for the purposes of an internal reorganisation, a step is taken to have a receiver, receiver and manager, provisional liquidator, liquidator or administrator appointed to a Party or any of its assets on an involuntary basis; or
- (c) a Party is unable to pay its debts as and when they fall due or it indicates that it is about to cease, to carry on business;

and anything happening under any law or in any jurisdiction that is similar to, or has a similar effect to, any of the events listed above.

10. Disputes

- 10.1 Disputes must, as far as possible, be settled expeditiously between the parties.
 - (i) In the event that a dispute arises between the Client and Vectra, both parties agree to use their best endeavours to resolve the dispute in a manner satisfactory to them. In the event a dispute cannot be resolved to both parties' satisfaction, the parties agree to refer the dispute to a person nominated by

the Client to determine the dispute and both parties agree to be bound by the determination of the said person.

- (ii) A party claiming that a Dispute has arisen must notify the other party giving details of the dispute.

11. Applicable Law

- 11.1 The laws in force in Australia govern this Agreement.

12. Notices

- 12.1 Any notice or direction given under this Agreement shall be in writing and addressed to the Manager of the Client and the Managing Director of Vectra at the following address:

Vectra Corporation Limited
Attention: The Managing Director
Address: 145 South Terrace Adelaide, SA 5000
E-Mail: VectraAdmin@vectra-corp.com

13. Personal Information

- 13.1 Where Vectra (or any of its Personnel) obtains Personal Information (as that term is defined in the Privacy Act 1988) in connection with the provision of the Services under this agreement Vectra will:
 - (i) only use such Personal Information to provide the Services and for no other purpose;
 - (ii) ensure that only authorised personnel have access to that Personal Information;
 - (iii) not store, transfer or hold such Personal Information on any servers or sites located outside of Australia, except with the express prior written consent of Client;
 - (iv) comply with the Privacy Law or any mandatory guidelines, information sheets or other relevant material issued by the Commonwealth Privacy Commissioner applicable to the provision of the Services provided by Vectra under this agreement.

14. Data Breach

- 14.1 If Vectra becomes aware, or reasonably suspects, that there has been any unauthorised access or disclosure of or loss of Personal Information, or any other contravention of clause 13.1 (Data Breach), it will give Client written notice of the full details of the Data Breach, and:
 - (i) will undertake an investigation of the Data Breach and provide a report to Client;
 - (ii) will provide Client with all reasonable assistance and comply with reasonable instructions in respect of the containment, investigation, assessment and notification of the Data Breach;
 - (iii) if the Data Breach is assessed as an “eligible data breach” (as defined in the Privacy Act 1988), Client

will have sole control over the form and content of all notifications required to be provided.

15. Confidential information

- 15.1 The parties recognise the need to maintain independence and confidentiality of information, particularly in respect of Services undertaken.
- 15.2 The receiving party agrees that it will not, except to the extent authorised by the disclosing party in writing, commercially use or disclose to any third party any such confidential information, provided, however, that the foregoing restrictions on use and disclosure shall not apply to such confidential information which:
 - (i) at, prior or subsequent to the time of such disclosure is independently known to the receiving party;
 - (ii) was in the public domain, but now known to the receiving party, prior to the commencement of this Agreement;
 - (iii) comes into the public domain subsequent to the date of this Agreement, otherwise than as a result of a breach by the receiving party of its obligations hereunder;
 - (iv) is disclosed to the receiving party by any third party having the lawful right to do so; or
 - (v) is disclosed by the receiving party as required by law.
- 15.3 A receiving party covenants and agrees in favour of the disclosing party that all of the confidential information provided to or obtained by the receiving party or of which the receiving party becomes aware as a result of the exercise of the rights granted to the receiving party under this Agreement:
 - (i) will be kept strictly confidential;
 - (ii) will, before disclosing any of the confidential information to any third party, take all reasonable action (including if necessary, the execution of confidentiality agreements) to ensure that such third party will not use or disclose the confidential information except in the manner and to the extent permitted in this Agreement;
 - (iii) will not, without the prior written consent of the disclosing party, be photocopied or reproduced in any way;
 - (iv) will be used exclusively, and only to the extent necessary, for the specified purpose and not for any other purpose;
 - (v) will be safely and securely stored when not in use; and
 - (vi) will remain the absolute and exclusive property of the disclosing party.
- 15.4 Each party will limit access to the confidential information to that party's consultants, officers, employees, agents, or advisers (“authorised persons”):

- (i) who are assigned to work pursuant to this Agreement; and
- (ii) who reasonably require the confidential information for the purpose of this Agreement.

16. Payment Card Industry Data Security Standard Disclosure

- 16.1 The parties agree that if any of the Services provided under this Agreement relate to the provision of PCI DSS services Vectra is required pursuant to its accreditation with the PCI SSC as a Qualified Security Assessor to disclose to the PCI SSC upon request by the PCI SSC information that is considered confidential.
- 16.2 For the provision of PCI DSS services Client hereby authorises to release, directly to the PCI SSC, without any additional consent, approval or permission:
- (i) any Report on Compliance and related results generated in connection with the Services, including but not necessarily limited to, working papers and other notes; and
 - (ii) any and all additional agreements or other materials necessary to enable Vectra to comply with the disclosure compliance requirements mandated by the PCI SSC,
- only to the extent required by PCI SSC under its mandated disclosure requirements applying to Qualified Security Assessors.

17. Assignment/Subcontracting

- 17.1 Vectra may not assign any rights under this Agreement, and except as provided in this Agreement the obligations of Vectra may not be assumed by any person without Client's prior written approval.
- 17.2 Vectra may not subcontract any of its obligations under this Agreement without Client's prior written approval.
- 17.3 Any permitted subcontracting or assignment by Vectra will not relieve Vectra of its obligations to Client under this Agreement and Vectra will be fully responsible for the acts and omission of its assigns and subcontractors as if they were acts and omissions of the Vectra.

18. Survival

- 18.1 The provisions of clause 4 (Intellectual Property), clause 6 (Indemnity) and 15 (Confidential Information) shall survive the termination or expiration of this Agreement.

19. Force Majeure

- 19.1 Neither party shall be liable for any failure to timely perform any of its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including, without limitation, fire, flood, strikes, hurricanes, industrial disputes, failure of raw material, failure of transport, accidents, wars, riots, pandemics, insurrections, acts of God or orders of any government

department or agency.

20. Credit Card Payment Fees

- 20.1 Where Vectra incurs fees as a result of Client choosing to make payment for Services by credit card, the fees will be passed on in full to the client. The fees will be added to the payment amount and the total amount debited to Client's credit card.

21. GST

- 21.1 If GST becomes payable by a party ("Supplier") in relation to any supply that it makes under, in connection with or resulting from this Agreement to another party ("Recipient"), the parties agree that:
- a) (GST exclusive) any consideration provided for that supply under this Agreement other than under this clause 21.1 or any value deemed for GST purposes in relation to that supply ("Agreed Amount") is exclusive of GST;
 - b) (additional amount payable) an additional amount will be payable by the Recipient to the Supplier equal to the Agreed Amount for that supply multiplied by the applicable rate of GST; and
 - c) (time for payment and tax invoices) the additional amount is payable at the same time and in the same manner as the Agreed Amount is to be provided for that supply. However, the additional amount is not payable by the Recipient unless and until the Supplier provides a valid tax invoice to the Recipient for that supply. All invoices issued under this Agreement which include an additional amount payable under clause 21.1(ii) above must qualify as tax invoices.

To the extent that any consideration for a supply is specified in this Agreement to be inclusive of GST, that consideration shall be excluded from the Agreed Amount for the purposes of this clause.

- 21.2 If a party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party is entitled in respect of any acquisition relating to that cost, expense or other amount.
- 21.3 Where an adjustment event occurs in relation to a supply made by the Supplier under or in connection with this Agreement, the Supplier will issue an adjustment note to the in respect of that supply within 14 days after becoming aware of the relevant adjustment. Where the Supplier becomes entitled to receive the amount of a variation from the Recipient, the amount is not payable by the Recipient unless and until the Supplier provides a valid adjustment note.
- 21.4 Unless clearly indicated to the contrary, "GST" and other

terms used in this clause (and in other provisions of this Agreement where the GST meanings are expressly intended) have the meanings ascribed to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any replacement or other relevant legislation and regulations.

22. Modern Slavery

22.1 Without limiting any other provision of this Agreement, Vectra will:

- (i) not engage in any activity, practice or conduct that constitutes Modern Slavery;
- (ii) use reasonable endeavours to ensure that no activity, practice or conduct occurs in Vectra's operations and supply chains that constitutes Modern Slavery;
- (iii) maintain, keep up to date and enforce Vectra's own policies and procedures to ensure Vectra's compliance with all Modern Slavery Laws and, if requested by Client, provide Client with copies of such policies and procedures;
- (iv) notify Client as soon as reasonably practicable after Vectra become aware of any actual or suspected activity, practice or conduct of the type referred to in paragraphs (i) or (ii);
- (v) provide Client with all information reasonably requested by Client in order for Client to comply with Client's reporting obligations under the Modern Slavery Act 2018 (Cth) and similar legislation in any other jurisdiction, within thirty (30) days of the Client's request; and
- (vi) use reasonable endeavours to ensure that Vectra's employees, officers, subcontractors and agents comply with this clause."

23. Authority

23.1 Client enters into this Agreement:

- (a) in its own right in relation to all matters governed by this Agreement relating to itself;
- (b) as agent only (rather than on its own behalf) for any Subsidiaries to the extent that the Agreement relates to those Subsidiaries and the supply of services to those Subsidiaries. Client warrants that it is authorised to enter this Agreement as agent (rather than on its own behalf) for all of those Subsidiaries.

24. General Interpretation

24.1 In this Agreement:

- (i) headings, sub-headings and captions do not affect the construction or interpretation of this Agreement;
- (ii) a word in the singular includes the plural of that word and vice versa;

- (iii) a word of any gender includes the corresponding words of each other gender and a reference to one sex includes a reference to all sexes;
- (iv) including means "including, but not limited to";
- (v) where any word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (vi) a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (vii) a reference to a person includes a corporation, partnership, association or joint venture (whether incorporated or not) whatsoever and wheresoever formed and howsoever described and also a government, governmental or semi-governmental agency or local authority;
- (viii) a reference to a person includes that person's successors and permitted assigns and, in the case of a natural person, that person's legal personal representatives.