

This Agreement is made between:

SecureCo Pty Ltd

(ABN 93 151 002 327)

Level 14, 99 Mount Street,

North Sydney, NSW, AUSTRALIA 2060

(**“SecureCo”**)

&

The Party specified in Schedule 1 as Counterparty

(**“Counterparty”**)

1. SUPPLY OF PLATFORM ACCESS AND SERVICES

1.1 Platform Access

SecureCo agrees to provide Platform Access, and the Counterparty agrees to acquire Platform Access on the terms set out in this Platform Access Agreement (**“Agreement”**) between SecureCo and the Counterparty and on the terms contained in the Country Specific Provisions. If the Counterparty is a Partner, it may acquire Platform Access to supply to an End User or End Users as set out in separate Service Orders.

1.2 Services

SecureCo agrees to provide Platform Access and Features in the form of Service(s), and the Counterparty agrees to acquire Service(s) as set out in separate Service Orders between SecureCo and the Counterparty.

1.3 Variation to the Services

SecureCo may, by giving the Counterparty thirty (30) days prior written notice, make changes to any Service or add additional Services. If the new Service materially disadvantages the Counterparty in relation to the terms of supply of the relevant Service to the Counterparty or an End User, the Counterparty may terminate the affected part of the Service by giving SecureCo thirty (30) days prior written notice.

2. TERM

- i. This Agreement shall apply on and from the execution date and shall continue while Services are being provided by SecureCo and until terminated by either party in accordance with this Agreement.
- ii. The Service(s) acquired through the Platform shall apply on and from the Service Commencement Date. It shall continue for the Service Minimum Term, unless and until terminated by either party in accordance with this Agreement.

3. OBTAINING SERVICES THROUGH PLATFORM ACCESS

3.1 Application

In addition to Platform Access, the Counterparty may acquire one or more additional Service(s) by submitting a Service Order to SecureCo. SecureCo reserves the right to accept or reject a Service selection made by the Counterparty, in its absolute and sole discretion.

3.2 Commencement

SecureCo will commence supplying each Service on the Platform, and the Counterparty will be liable to pay the Charges for such Service, from the Service Commencement Date for such Service or as otherwise agreed between the parties.

3.3 Supply standards

SecureCo will supply each Service:

- a. with reasonable care and skill; and
- b. in accordance with all applicable laws and regulations directly related to its supply of the Service to the Counterparty.

3.4 Replacement service

SecureCo may, by giving the Counterparty thirty (30) days prior notice, replace an existing Service on the Platform with another Service where the Charge for the new Service is not greater than the Charge for the Service being replaced and the functionality of the new Service is overall substantially the same as, or better, than the Service being substituted, as reasonably determined by SecureCo.

3.5 Service Levels

- a. SecureCo will supply the Services in accordance with the Service Level Agreement. SecureCo's liability to the Counterparty for a failure to meet these Service Levels is set out in the Service Level Agreement.
- b. The Service Level Agreement sets out the sole remedy available to the Counterparty for any failure by SecureCo to meet the Service Levels.

3.6 Services not fault free

SecureCo:

- a. does not represent, warrant or guarantee that any Service will be free of interruptions, delays, faults or errors; and
- b. except as expressly provided in this Agreement, is not liable (whether in contract, tort (including negligence), statute or otherwise) to the Counterparty or any other third party for any interruptions, delays, faults or errors in connection with the supply of a Service (in part or in full) for any reason whatsoever.

3.7 Service disruption

SecureCo may temporarily suspend or restrict any Service, without any liability for doing so:

- a. if SecureCo believes it is necessary to do so to comply with any law, regulation, order or direction of any Authorised Agency;
- b. if SecureCo believes it is necessary to do so to ensure the Service complies with the PCI-DSS;
- c. to protect any person or attend to any emergency;
- d. during any scheduled maintenance;
- e. if the Counterparty breaches the terms of any applicable Acceptable Use Policy;
- f. if the Service is used in an excessive way (though SecureCo is not obliged to suspend or restrict any Service in those circumstances and the Counterparty remains liable to pay for any Charges incurred for any excessive usage); or
- g. if the Counterparty is in material breach of this Agreement (including for non payment of invoices) and the Counterparty fails to comply with a written notice requiring the Counterparty to remedy such breach by the date specified in that notice.

4. OBLIGATIONS

4.1 General obligations

- a. The Counterparty must:
 - i. ensure that it has continuous access to the Platform whilst engaging in the Service(s);
 - ii. ensure that for each Service, the Counterparty meets, and continues to meet all pre-requisites or conditions for the supply of the Service;
 - iii. use each Service for its intended purpose;
 - iv. co-operate with, and take all reasonable actions requested by SecureCo, to allow SecureCo to provide each Service;
 - v. provide SecureCo with all information in the Counterparty's possession, custody or control that SecureCo reasonably requires to perform each Service on the Platform and ensure that all information it gives to SecureCo is correct, current and complete;
 - vi. comply with all applicable laws, regulations, codes and standards (including without limitation the PCI-DSS and any technical standards of an Authorised Agency);
 - vii. comply with SecureCo's reasonable directions in relation to the use of each Service;
 - viii. comply with all documentation, user manuals and specifications provided by SecureCo in respect of each Service;
 - ix. immediately report to SecureCo, in writing, any unauthorised use of a Service.
- b. The Counterparty must not:
 - i. unreasonably delay any action, approval, direction, determination or decision which is required of the Counterparty under this Agreement;
 - ii. engage in, procure, assist or allow any of its Personnel or any other person to engage in, any fraudulent or unauthorised use of any Service. The Counterparty must immediately report any such use to SecureCo as soon as it becomes aware of such use;
 - iii. interfere with, or procure, assist or allow any of its Personnel or any other person to interfere with, the reasonable use of any Service by any of SecureCo's other customers;

- iv. use the Service in any manner which could cause SecureCo or any third party to violate a law, regulation or industry code, commit an offence, endanger any person, damage any property, infringe a person's rights (including Intellectual Property Rights), or which could give rise to any third party incurring a liability of any kind;
- v. use the Platform and/or the Services to transmit, communicate, access or make public any material which is unlawful, offensive, indecent, defamatory, abusive, menacing, harassing, unsolicited or known to contain a virus or similar;
- vi. knowingly do anything or use the Platform and/or the Service in any manner which may compromise the security or safety of, or which might damage, interrupt or interfere with the operation of the Services, any third party or any other computer, system, network or services, including hack or otherwise obtain unauthorised access to any of them; and
- vii. without limiting any of the foregoing, notify SecureCo of any fact, matter or thing which comes to its attention which is material to the performance by SecureCo of any Service.

4.2 Counterparty responsibilities

- a. The Counterparty is solely responsible for:
 - i. understanding how to access and use the Platform and each Service that is obtained for use on the Platform;
 - ii. each of its Personnel and those of any End User (if applicable), who have access to, or use the Platform and/or any Service(s);
 - iii. any use of a Service, or instruction or direction given, through the Counterparty's login and/or using the Counterparty's passwords;
 - iv. any use of a Service which is fraudulent or not authorised by the Counterparty;
 - v. changing any default password (or any other security safeguard such as a default PIN number) provided to the Counterparty by SecureCo as part of a Service for the access to or use of a Service; and
 - vi. implementing and maintaining the security of the Counterparty's network and systems. The Counterparty is liable for all Charges resulting from any use of the Services by any person, whether or not authorised by the Counterparty resulting from a virus, trojan, worm or other malicious computer code, denial of service attacks, a hacking incident (including a SIM, PABX, IP PBX or SIP Gateway device hack), or other means of exploiting a weakness in the Counterparty's network, systems or security measure; and

- vii. compliance with the PCI-DSS (if applicable), except to the extent that such compliance is reliant on SecureCo's provision of the Platform and/or the Service(s) in accordance with this Agreement.
- b. The Counterparty acknowledges and agrees that, to the maximum extent permitted by applicable laws:
 - i. SecureCo is not liable (whether based in contract, tort or otherwise) whatsoever for any Loss suffered or incurred by the Counterparty; and
 - ii. the Counterparty must indemnify, and keep indemnified, SecureCo from and against, any and all Loss suffered or incurred by SecureCo,
 - iii. as a result, whether directly or indirectly, of any fact, matter or circumstance that is within the responsibility of the Counterparty under this clause 4.

4.3 Acceptable use

The Counterparty must comply with the Acceptable Use Policy.

4.4 Regulatory compliance

The Counterparty acknowledges and agrees that:

- a. if SecureCo acquires products or services from any Supplier in connection with the supply of a Service, the Counterparty will adhere with all reasonable directions given by SecureCo as are necessary for SecureCo to comply with its obligations under any agreement with that Supplier;
- b. SecureCo or its Supplier may:
 - i. be required by law, to retain metadata, information and other content in relation to the Counterparty's use of the Service, intercept the Counterparty's communications and pass on details of the Counterparty's use of the Services (including any retained metadata, information and content) to an Authorised Agency, a law enforcement authority or other authority;
 - ii. monitor the Counterparty's usage of the Services including where requested, or directed, to do so by an Authorised Agency, a law enforcement authority or other authority; and
 - iii. investigate any alleged misuse of a Service by the Counterparty including where requested, or directed, to do so by an Authorised Agency, a law enforcement authority or other authority.

4.5 Third Party Facilities

- a. The supply of a Service may rely on Third Party Facilities.
- b. The Counterparty acknowledges and agrees that:
 - i. due to reasons beyond SecureCo's control, a defect or failure in one or more Third Party Facilities may cause a delay, failure or interruption to a Service;
 - ii. subject to clause 4.1, SecureCo is not liable to the Counterparty in any way for any Loss (including Consequential Loss) that the Counterparty may incur or suffer as a result of any such delay, failure or interruption; and
 - iii. if the Counterparty requires SecureCo to undertake any remedial work to repair a Service affected by such a delay, SecureCo may Charge the Counterparty, and the Counterparty must pay an additional Charge for the remedial work that SecureCo undertakes provided that SecureCo seeks the Counterparty's written consent before proceeding with the remedial work.

4.6 End Users

If the Counterparty is a Partner, the Counterparty must ensure that all End Users of each Service comply with this clauses 4.1, 4.2, 4.3, 4.4 and 4.5 as if any reference to "the Counterparty" were a reference to each "End User".

5. ADDITIONAL SUPPORT

5.1 Support

- a. SecureCo will provide support to rectify any defect or fault in the Platform and/or a Service to the extent expressly set out in the Product Description relevant to that Service.
- b. SecureCo support services operate 24x7 and respond to incidents in accordance with the timeframes set out in the Service Support Framework.
- c. If the Counterparty is a Partner, it will be responsible for the provision of Support to End User/s as set out in the Service Support Framework.

5.2 Exclusions to ongoing support

SecureCo has no obligation to the Counterparty or any End User to rectify any defect or fault in the Platform or any Service caused or contributed to by:

- a. the acts or omissions of the Counterparty, End User/s or the Counterparty or End User's Personnel that are not in accordance with this Agreement or are otherwise unlawful;

- b. faults or defects that arise in telecommunication services provided to the Counterparty or End User/s by Third Party Facilities.

5.3 Scheduled maintenance

Unless stated otherwise in this Agreement, SecureCo will endeavour to:

- a. give the Counterparty at least fourteen (14) days written notice of any scheduled maintenance that is likely to affect the Platform or any Service; and
- b. carry out any scheduled maintenance outside of the Counterparty's business hours where this is possible.

6. CHARGES, INVOICING, PAYMENT

6.1 Charges

- a. The standard Charges for access to the Platform and any acquired Services are stated in the applicable Service Order.
- b. The Charges will be issued as a direct invoice to the Counterparty.
- c. If the applicable Service Order for a Service(s) identifies a minimum spend for any Service, the Counterparty must pay the greater of the minimum monthly spend and the Charges for the Services based on actual usage.
- d. Other than termination by the Counterparty pursuant to clause 13 of this Agreement, if a Service is terminated prior to the end of the Service Minimum Term for the Service, the Counterparty must immediately pay to SecureCo:
 - i. 100% of the total minimum monthly commitment (which includes minimum monthly charges and any minimum spend commitment as set out in the applicable Service Order) for the period between the termination date and the end of the Service Minimum Term; and
 - ii. where there is a minimum monthly charge but no monthly minimum spend commitment, 50% of the usage Charges for the period between the termination date and the end of the Service Minimum Term calculated as the average usage Charges for the three (3) months prior to the termination date; and
 - iii. any costs SecureCo will incur in connection with the terminated Service(s), to the extent that SecureCo is unable to avoid such costs after taking reasonable steps to do so, subject to the provision of evidence by SecureCo of the incurrence of such costs.

6.2 Additional charges

Without limiting any other provision of this Agreement, SecureCo may charge the Counterparty, and the Counterparty must pay an additional charge to service, modify, or replace a Service as a result of any defect or failure for which SecureCo is not expressly responsible under this Agreement, provided that SecureCo gives notice to the Counterparty as soon as reasonably practicable after it becomes aware of the cause and seeks the Counterparty's further written consent before proceeding with the remedial work.

6.3 Calculating and adjusting charges

- a. The Charges will be calculated to 4 decimal places.
- b. SecureCo may round up any Charge to the nearest cent.
- c. After the expiration of the Service Minimum Term, SecureCo may adjust the Charges by giving not less than one (1) month written notice to the Counterparty.
- d. Without limiting SecureCo's rights to vary Charges under this Agreement, SecureCo may vary any Charge if, and to the extent that:
 - i. There is an increase in Taxes imposed by law or new Taxes imposed by law come into place;
 - ii. there is a change to the costs of ancillary services (such as an increase in credit card or direct debit transactions fees imposed on SecureCo by third parties) as long as it has provided the Counterparty with a reasonable alternative at no additional charge; or
 - iii. a Charge must be increased by law, regulation, code or standard (including any determination or declaration of an Authorised Agency).

6.4 Charges exclusive of Taxes

- a. Unless expressly stated otherwise, all Charges for supplies made, or to be made, in this Agreement and for any Services, are exclusive of Taxes.
- b. The Tax Provisions apply to this Agreement.

6.5 Invoicing and payment

- a. The Counterparty must make payment of all amounts invoiced by SecureCo within thirty (30) days of the date of invoice or by such other due date expressly stated in the relevant invoice.
- b. All payments of invoices by the Counterparty must be:

- i. by cheque, electronic funds transfer or any other means specified on the invoice; and
 - ii. without any set-off or deduction by the Counterparty.
- c. The payment of any amount by the Counterparty is not made until the amount is received by SecureCo in immediately available, clear funds;
- d. The Counterparty's obligation to make payments of an invoice is not affected by the Counterparty or End User/s being unable to use the whole or any part of a Service to which the invoice relates;
- e. If the Counterparty does not pay an invoice in full by its due date, SecureCo may Charge the Counterparty:
 - i. interest on the unpaid amount calculated daily at the Default Rate from the due date until the date that payment (including interest) is made in full; and
 - ii. an amount representing the costs and expenses of SecureCo in seeking payment of the overdue amount (including any legal or debt recovery expenses incurred by SecureCo and paid to third parties to obtain payment of the overdue amount).
- f. SecureCo may set off or deduct any undisputed amounts due and payable by the Counterparty to SecureCo against any service rebate payable by SecureCo to the Counterparty under clause 3.5.

6.6 Reissuing of invoices

- a. SecureCo may reissue an invoice if any error in the invoice is later discovered;
- b. If the Counterparty has overpaid any Charges as a result of such an error, the Counterparty's account will be credited with the overpayment or, if the Counterparty has stopped acquiring any Service from SecureCo, SecureCo will refund the overpayment promptly after the Counterparty's request but after deduction of any other amounts due by the Counterparty; and
- c. If the Counterparty has underpaid any Charges as a result of the error, the Counterparty will be required to pay the correct amount to SecureCo after the invoice is reissued.

6.7 Disputing invoices

- a. The Counterparty may dispute any amount of a Charge invoiced by SecureCo only if:
 - i. the Counterparty requests in writing that SecureCo investigate the Charge disputed within nine (9) months of the date of the invoice in which the Charge is invoiced;

- ii. the Counterparty provides, at the same time, specific evidence which demonstrates that the Charge is incorrect; and
 - iii. the Counterparty pays any non-disputed Charges in the relevant invoice.
- b. If the Counterparty validly disputes any amount, SecureCo will conduct investigations which are reasonably necessary and appropriate in the circumstances of the dispute. SecureCo's records are sufficient proof of the Counterparty's usage of the Services, unless the Counterparty otherwise provides proof, to SecureCo's reasonable satisfaction, that they are incorrect; and
- c. At the end of SecureCo's investigations:
 - i. if any disputed amount has been shown to be, or the parties agree was, incorrectly invoiced, SecureCo will refund the disputed amount within thirty (30) days of the amount being shown or agreed to be correct; or
 - ii. if any disputed amount has not been shown to be, and the parties do not otherwise agree was, correctly invoiced, the procedure under clause 12 of this Agreement must be followed.

7. WARRANTIES

7.1 Warranties as to capacity

Each party represents and warrants to the other that, as at the date of this Agreement:

- a. no Insolvency Event affects that party, and that party is not aware of any circumstances likely to cause it to become subject to an Insolvency Event;
- b. that party's execution, delivery and performance of this Agreement has been properly authorised by it and its obligations under this Agreement are valid, binding and are enforceable against it in accordance with these terms; and
- c. the execution and delivery of this Agreement do not conflict with, or result in any breach of that party's constituent documents, any applicable law to that party or any obligation or undertaking to which that party is bound.

7.2 Counterparty specific warranties as to capacity

The Counterparty represents and warrants to SecureCo that, as at the date of this Agreement:

- a. it has had the opportunity to obtain independent professional advice in relation to the legal, taxation, accounting and financial consequences of the applicable Services and this Agreement and has not relied on SecureCo in relation to any of those matters; and

- b. it does not rely on any representation, warranty or undertaking made by SecureCo (or any other person) in connection with the Agreement that is not expressly set out in the Agreement and acknowledges that SecureCo has been induced to enter into this Agreement on that basis.

7.3 Warranties about information

The Counterparty represents and warrants to SecureCo that:

- a. all information provided to SecureCo is true, accurate, complete and is not misleading or deceptive or likely to mislead or deceive; and
- b. where the Counterparty has provided SecureCo with information about any of the Counterparty's Personnel or any End User/s or End User/s Personnel, each such party has consented to the Counterparty disclosing the information to SecureCo and for SecureCo to use, or disclose, the information to provide the Platform and/or the Service/s and exercise any rights and perform any obligations in respect of the Platform and/or the Service/s.

8. LIABILITY AND INDEMNITY

8.1 EXCLUSIONS OF REPRESENTATIONS, GUARANTEES OR WARRANTIES

SUBJECT TO CLAUSE 8.2, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND THE SERVICE/S ARE PROVIDED "AS-IS" AND SECURECO MAKES NO REPRESENTATION NOR GIVES ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, (INCLUDING OF MERCHANTABILITY, ACCEPTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR DISCLOSED RESULT) IN CONNECTION WITH THE PLATFORM OR ANY SERVICE.

8.2 LIABILITY UNDER CONSUMER PROTECTION LAWS NOT EXCLUDED

- a. THERE MAY BE NON-EXCLUDABLE STATUTORY GUARANTEES, IMPLIED CONDITIONS, AND WARRANTIES OR LIABILITIES THAT SECURECO HAS TO THE COUNTERPARTY THAT MAY APPLY TO THE SERVICES AND THAT CANNOT BE EXCLUDED ("NON-EXCLUDABLE CONDITIONS OR LIABILITIES").
- b. NOTHING IN THIS AGREEMENT REMOVES OR LIMITS ANY OF THE NON-EXCLUDABLE CONDITIONS OR LIABILITIES.
- c. HOWEVER, TO THE EXTENT THAT SECURECO'S LIABILITY CAN BE LIMITED UNDER ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAWS THAT MAY APPLY TO THE SERVICES), SECURECO LIMITS ITS LIABILITY TO THE COUNTERPARTY FOR ANY BREACH OF OR NON-COMPLIANCE WITH, ANY OF THE NON-EXCLUDABLE CONDITIONS OR LIABILITIES, AT SECURECO'S SOLE DISCRETION, TO RESUPPLYING THE PLATFORM AND/OR ANY

APPLICABLE SERVICE/S OR PAYMENT OF OR REIMBURSEMENT FOR THE COST OF HAVING THE PLATFORM AND/OR ANY APPLICABLE SERVICE/S RESUPPLIED, AND THE COUNTERPARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS FAIR AND REASONABLE IN ALL THE CIRCUMSTANCES.

8.3 EXCLUSIONS AND LIMITATIONS OF LIABILITY

- a. EACH PARTY EXCLUDES ALL LIABILITY TO THE OTHER PARTY FOR ANY CONSEQUENTIAL LOSS SUFFERED OR INCURRED BY THE OTHER PARTY UNDER, OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE);
- b. SECURECO'S TOTAL LIABILITY TO THE COUNTERPARTY FOR ANY AND ALL LOSS THE COUNTERPARTY SUFFERS OR INCURS, AND FOR WHICH SECURECO IS LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE) IS EQUAL TO THE SUM OF ALL CHARGES PAID OR PAYABLE BY THE COUNTERPARTY FOR THE PLATFORM AND/OR ANY APPLICABLE SERVICE/S IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) OR CIRCUMSTANCE(S) WHICH GAVE RISE TO THAT LIABILITY; AND
- c. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS CLAUSE 8.3 DO NOT APPLY TO ANY LOSS ARISING FROM ANY FRAUDULENT ACT OR OMISSION OF SECURECO OR ITS EMPLOYEES, AGENTS OR CONTRACTORS IN CONNECTION WITH THE SUPPLY OF THE SERVICES.

8.4 CONTRIBUTION AND MITIGATION

- a. EACH PARTY'S LIABILITY FOR ANY LOSS SUFFERED OR INCURRED BY THE OTHER PARTY UNDER, OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE) IS REDUCED TO THE EXTENT THAT ANY OF THE FOLLOWING CAUSED OR CONTRIBUTED TO THE LOSS:
- b. ACTS OR OMISSIONS OF THE OTHER PARTY OR ITS PERSONNEL THAT ARE NOT IN ACCORDANCE WITH THIS AGREEMENT OR ARE OTHERWISE UNLAWFUL;
 - i. IN THE CASE OF SECURECO, THE USE OF ANY THIRD PARTY, WHERE THE EVENT THAT CAUSED OR CONTRIBUTED TO THE LOSS WAS BEYOND SECURECO'S CONTROL; OR
 - ii. THE ACTS, OMISSIONS OR EQUIPMENT OF A THIRD PARTY WHICH ARE BEYOND A PARTY'S CONTROL.
 - iii. EACH PARTY'S LIABILITY TO THE OTHER PARTY WILL BE REDUCED TO THE EXTENT THAT THE OTHER PARTY HAS NOT TAKEN REASONABLE STEPS TO MITIGATE OR AVOID THE LOSS FLOWING FROM THE EVENT GIVING RISE TO THE LIABILITY OF ONE PARTY TO THE OTHER PARTY.

8.5 COUNTERPARTY INDEMNITIES

THE COUNTERPARTY MUST INDEMNIFY, AND KEEP INDEMNIFIED, SECURECO AND ITS EMPLOYEES, AGENTS AND CONTRACTORS FROM AND AGAINST ANY CLAIM BY A THIRD PARTY ARISING FROM THE USE BY THE COUNTERPARTY, THE END USER, OR THEIR PERSONNEL OF THE PLATFORM AND/OR THE SERVICE/S (INCLUDING ANY CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS).

9. CONFIDENTIAL INFORMATION

9.1 Obligation of confidence

Subject to clause 9.2, each party must:

- a. keep confidential the Confidential Information of the other party and must ensure that it does not disclose or permit the disclosure of that Confidential Information to any person; and
- b. take all steps and do all things that are reasonably necessary or prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

9.2 Permitted disclosure

- a. A party may disclose the Confidential Information of the other party:
 - i. to its employees, contractors, agents, advisers or financiers (each a Recipient) if, and only if:
 - 1) the Recipient reasonably needs to know that Confidential Information in order for that party to comply with its obligations under this Agreement;
 - 2) that party has informed the Recipient of the obligations of confidentiality under this Agreement; and
 - 3) the Recipient has accepted the obligation to treat the Confidential Information as confidential in the same manner and to the same extent as required of that party;
 - ii. with the consent of the other party;
 - iii. subject to clause 9.2(c) below, in connection with legal or other proceedings relating to this Agreement; or
 - iv. subject to clause 9.2(c) below, if compelled by law or by an Authorised Agency, court, tribunal or stock exchange.
- b. Notwithstanding clause 9.2(a), SecureCo may:

- i. disclose the Counterparty's Confidential Information to any Supplier where it is necessary to enable the Supplier to provide any service to SecureCo in connection with a Service;
 - ii. use or disclose the Counterparty's Confidential Information where expressly permitted under any other provision of this Agreement;
 - iii. refer to the Counterparty in press releases, marketing, sales or financial material or reports, including without limitation the use of the Counterparty's logo;
 - iv. where the Counterparty is a Partner, refer to the End User/s as a customer of SecureCo in press releases, marketing, sales or financial material or reports, including without limitation the use of the End User/s' logo and Counterparty must obtain the required consent of End User/s prior to submitting a Service Order to SecureCo;
 - v. transmit information about the Counterparty's location and/or the End User/s' location (if applicable) in emergency situations and in accordance with any emergency statement (if applicable under any Country Specific Provisions).
- c. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the other party of such requirements to afford the other party the opportunity to seek, at its sole cost and expense, a protective order or other remedy.

9.3 Survival

The rights and obligations of each party pursuant to this clause 9 survive the expiry or termination of this Agreement.

9.4 Counterparty data

For the avoidance of doubt, the Counterparty will retain ownership and Intellectual Property Rights in Counterparty Data, which is also the Counterparty's Confidential Information.

10. PRIVACY AND PERSONAL INFORMATION

10.1 Collection of data

- a. During the Service Term, SecureCo or its Suppliers may collect Personal Information from the Counterparty and where the Counterparty is a Partner, the End User/s.
- b. The Counterparty represents and warrants to SecureCo that it has procured any consent necessary to comply with all applicable laws (including without limitation the

Privacy Law) from individuals in relation to whom the Counterparty provides Personal Information to SecureCo for the purpose of this Agreement, including where the Counterparty is a Partner, the applicable End User/s. This includes without limitation, consent for disclosure of the Personal Information to SecureCo and for the storage, access, use and disclosure by SecureCo of the Personal Information for the purpose of SecureCo fulfilling its obligations under this Agreement. The Counterparty acknowledges that SecureCo may disclose Personal Information to third party service providers authorised by the Counterparty that provide services that integrate with SecureCo's Service.

10.2 Processing of data

- a. The Counterparty acknowledges that Personal Information will be stored and processed in the Data Location. SecureCo will process Personal Information in order to manage the relationship with the Counterparty, carry out SecureCo's core business operations, detect, prevent and investigate security incidents, fraud or any other abuse or misuse of the Services, to perform identity verification, and as otherwise permitted under applicable data protection laws.

10.3 Use of data

The Counterparty agrees that SecureCo may:

- a. hold the Personal Information and share it with its employees, contractors and agents, but only to the extent necessary to enable SecureCo to provide the Platform and/or the Service/s, send the Counterparty invoices, check that the Counterparty's responsibilities are being met or otherwise to administer and enforce this Agreement;
- b. use any information about the Counterparty and where the Counterparty is a Partner, the End User, for statistical or other purposes, provided the Counterparty and/or the End User are not identified; and
- c. provided SecureCo is in compliance with all applicable laws, sell insights or anonymised data SecureCo gains in the course of providing Services to the Counterparty or an End User (if applicable) provided the Counterparty and/or End User (if applicable) is not identified to any third parties; and
- d. use any information about the Counterparty and the End User (if applicable) for the purposes set out in any privacy policy (including the privacy policies of any Supplier) notified in writing to the Counterparty from time to time or made available on the website of SecureCo at <https://secureco.co/trust/privacy-policy>.

10.4 Privacy Law compliance

Each party must comply with its obligations under the Privacy Law.

10.5 Mandatory Data Breach Notification

All Personal Information which is disclosed by the Counterparty to SecureCo and is accessed, used or collected by SecureCo in the provision of the Platform and/or the Service(s), will always be subject to compliance with the Privacy Law. SecureCo must:

- a. at its cost, implement all reasonable measures and take all reasonable steps to detect all Data Breaches that may affect the Personal Information and report all such Data Breaches to the Counterparty in writing as soon as practicable after determining a Data Breach has occurred;
- b. at its cost and subject to clause 10.5(c), comply with all requirements and provide all assistance and information as reasonably requested by the Counterparty in respect of all Data Breaches relating to or including any Personal Information of the Counterparty in SecureCo's possession or control (or in the possession or control of any of its contractors) and to assist the Counterparty to assess the Data Breach, notify it and /or otherwise comply with its obligations under the Privacy Law; and
- c. in respect of any Personal Information subject of a Notifiable Data Breach, or for which SecureCo wishes Notification to occur, not take any action (including Notification) without first notifying the Counterparty of the Data Breach. The parties will agree whether there is a Notifiable Data Breach or if otherwise the Data Breach should be notified and, if so required, the Counterparty will prepare and issue the Notification and conduct all follow up actions and meetings with any and all privacy regulatory authorities and/or any affected individuals. Notwithstanding the aforesaid, if the Notification, a press release or any public communication prepared by the Counterparty refers to SecureCo or to the Platform and/or the Service(s), the Counterparty must obtain SecureCo's consent before releasing the communication provided that this will not impact on the Counterparty's ability to comply with applicable law.

11. INTELLECTUAL PROPERTY

- a. Any Intellectual Property Rights owned by either party prior to entering into this Agreement, or developed independently of the Platform or the Service(s) by either party, will continue to be owned by that party;

- b. None of SecureCo's Intellectual Property Rights are transferred to the Counterparty and, unless specifically authorised in any Service, the Counterparty cannot and will not use or reproduce such Intellectual Property Rights for any purpose unconnected with the Platform, the Service(s), or this Agreement.
- c. The rights and obligations of each party pursuant to this clause 11 survive the expiry or termination of this Agreement, the Platform Access or any Service.

12. DISPUTE RESOLUTION

12.1 Dispute resolution procedure

- a. Where a dispute under, or in connection with this Agreement, the Platform or a Service arises between the parties (Dispute), it must be resolved in accordance with the procedure set out in this clause 12.
- b. Either party may refer, by written notice to the other party, the Dispute to each party's Representative for resolution. If the Representatives cannot resolve the dispute within fourteen (14) days of the notice of dispute being given, either party may escalate the dispute to the other party's Escalation Representative.
- c. If the dispute is not resolved within fourteen (14) days of such escalation, either party may refer the dispute to mediation in accordance with, and subject to, the Mediation Rules. During any such mediation, both parties may be legally represented.

12.2 Neither party to commence legal proceedings

- a. Subject to clause 12.2(b), no party may commence legal proceedings in relation to any Dispute without first following the procedure set out in this clause 12.
- b. Notwithstanding any other provision of this Agreement, nothing in this clause 12 prevents either party from seeking urgent interlocutory relief.

12.3 Continuing performance of obligations during dispute

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement.

13. TERMINATION

13.1 Termination by Counterparty

- a) The Counterparty may terminate the whole or a part of the Services obtained under this Agreement with immediate effect by notice in writing to SecureCo if:
 - i. SecureCo breaches any material obligation under this Agreement which:
 - i. (1) if capable of being remedied, is not remedied within thirty (30) days after receipt of a written notice from the Counterparty requiring it be so remedied; or
 - ii. (2) is incapable of remedy;
 - ii. It is required to do so by law; or
 - iii. If an Insolvency Event occurs in respect of SecureCo;
- b) The Counterparty may terminate a particular Service after the expiration of the Service Minimum Term by giving not less than thirty (30) days prior written notice to SecureCo.

13.2 Termination by SecureCo

- a. SecureCo may terminate Service(s) with immediate effect pursuant to this Agreement by notice in writing to the Counterparty if:
 - i. The Counterparty breaches any material obligation under this Agreement which:
 - 1) if capable of being remedied, is not remedied within thirty (30) days after receipt of a written notice from SecureCo requiring it be so remedied; or
 - 2) is incapable of remedy;
 - ii. It is required to do so by law;
 - iii. If an Insolvency Event occurs in respect of the Counterparty; or
 - iv. If the Counterparty fails, at any time, to satisfy any pre-requisite for the supply of the Service which has been notified by SecureCo to the Counterparty and which, if capable of being satisfied, the Counterparty has not satisfied within thirty (30) days after a request from SecureCo to do so.
- b. SecureCo may terminate the whole, or a part of the Platform and/or Service(s) provided under this Agreement by giving one hundred and eighty (180) days prior written notice to the Counterparty if SecureCo ceases to offer the Platform and/or Service(s) generally and SecureCo will refund to the Counterparty any Charges paid in advance by the Counterparty in relation to the Platform and/or the Service(s) that have been terminated.

- c. SecureCo may terminate the whole, or a part of the Platform and/or the Service(s) after the expiration of the Service Minimum Term by giving not less than thirty (30) days prior written notice to the Counterparty.

13.3 Consequences of termination

- a. If a Service is terminated:
 - i. only that Service is cancelled on and from the date that that particular Service so terminates;
 - ii. the Counterparty must pay SecureCo all amounts due for the Service being cancelled within thirty (30) days of the date that the Service so expires or terminates;
 - iii. each party must:
 - 1) as directed by the other party, return to the other party (or in the case of documents or data, destroy), all originals and copies of the other party's written materials, documentation, data and Confidential Information (including all materials derived therefrom). The Counterparty acknowledges that the return of some Counterparty Data, including Cardholder Data, may be subject to an additional charge and that SecureCo may be required to retain a copy of some data; and
 - 2) if applicable, co-operate with the other party to facilitate SecureCo's continued performance of its obligations in relation to any Service(s) which are not cancelled; and
 - iv. the rights and obligations of the parties under this Agreement cease or, if only part of the Service(s) are terminated, only those rights and obligations of the parties under the Service that is being cancelled cease, except for:
 - v. any accrued rights and obligations that have arisen prior to the date of termination; and
 - vi. any rights and obligations which are expressed, or by their nature are intended, to continue after termination.
- b. Clauses 3.6(b), 3.7, 4.2(b), 6.4 to 6.7 inclusive, 8, 9, 10, 12, 13.3 and 14 survive expiry or termination of all or any part of a particular Service.

14. GENERAL

14.1 Entire Agreement

This Agreement including all Schedules constitute the entire understanding between the parties, and in good faith supersedes all previous agreements, understandings, commitments, representations and warranties, whether written or verbal, in relation to its subject matter.

14.2 Force Majeure

If by reason of a Force Majeure Event, SecureCo is prevented, hindered or delayed in the performance of any of its obligations under this Agreement, SecureCo will not be liable to the Counterparty for not performing, or for the manner of its performance of, such obligation to the extent to which, SecureCo is so prevented, hindered or delayed.

14.3 Assignment

The Counterparty must not assign any of its rights or otherwise deal with, or transfer, any of its obligations under this Agreement, without the prior written consent of SecureCo.

14.4 No waiver

No failure or delay on the part of either party in exercising any power or right, and no grant of any indulgence or forbearance by that party, under this Agreement will prejudice any of the rights or powers of that party under this Agreement or be construed as a waiver of any warranty or obligation on the part of the other party under this Agreement.

14.5 Notifications

- a. The Counterparty must notify SecureCo in writing of any change to the Counterparty's details specified in Schedule 1 (including its company number (if applicable), its contact details, the details of its Representative and/or its Escalation Representative).

Any notice that SecureCo gives to the Counterparty under this Agreement will be effectively served if;

- i. The notice is sent by hand or mail;
 - 1) unless SecureCo has been notified by the Counterparty that the address no longer applies; or
 - 2) any address notified by the Counterparty to SecureCo as its current address from time to time (whether or not that address is the registered address of the Counterparty).

- ii. The notice is sent by email to an email address listed in this Agreement or as subsequently notified to SecureCo.
- b. Notice is deemed to be received by a person;
 - i. When delivered by hand;
 - ii. If sent by mail domestically, two (2) Business Days after posting;
 - iii. If sent by mail internationally, seven (7) Business Days after posting; or
 - iv. If sent by email, one (1) hour after sending unless the sender receives a report or notice indicating the email has not been delivered within that one (1) hour period.
- c. If the notice is deemed to be received on a day which is not a Business Day or after 5:00pm at the addressee's location, it is deemed to be received at 9:00am at the addressee's location on the next Business Day.

14.6 Representatives

- a. Each party appoints its Representative as its agent to (non-exclusively):
 - i. exercise powers;
 - ii. perform duties; and
 - iii. carry out the overall supervision and co-ordination of the obligations, of that party under this Agreement.
- b. Each party's Representative is entitled to act entirely in the interests of the party who appointed them;
- c. A party may at any time, by written notice to the other party, replace the person then acting as the party's Representative and/or Escalation Representative; and
- d. If a party's Representative and/or Escalation Representative knows of a matter, that knowledge is taken to also be within the knowledge of that party.

14.7 Relationship

No partnership, employment, agency or joint venture relationship is created, evidenced or intended by this Agreement.

14.8 Governing law

This Agreement and all Schedules are governed by and construed in accordance with the Governing Law. The parties submit to the non-exclusive jurisdiction of the courts of the Governing Law to settle any disputes that may arise out of or in connection with this Agreement.

15. DEFINED TERMS

Acceptable Use Policy means SecureCo's policy on acceptable use of its Services, which can be found at <https://www.secureco.co/trust/acceptable-use-policy> and which may be updated by SecureCo from time to time.

Agreement means this document that contains the terms which apply to the Counterparty for Platform Access and Service(s) acquired by the Counterparty from SecureCo.

Authorised Agency means any governmental, semi-governmental, administrative, fiscal, statutory, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulator, industry body or entity having operation or jurisdiction over a party to this Agreement.

Business Day has the meaning it has in Schedule 1.

Cardholder Data means data associated with a person's credit or debit card including the primary account number, cardholder name, expiration date or service code.

Charges means any charges or fees (which, except where otherwise stated, are exclusive of any Taxes or withholdings) applicable to any Service.

Confidential Information of a party, means all information in whatever form (including verbal information, or information recorded on paper or by electronic means) relating to that party which that party indicates, or which by its nature, is confidential but excludes information which:

- a. is already in the possession of that party; or
- b. becomes known or generally available to the public, except as a result of a breach of any obligation of confidence under this Agreement (in which case, it remains Confidential Information); or
- c. that party independently develops.

Consequential Loss means:

- a. any loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss even if any of that Loss arises naturally (according to the usual course of things) from the fact, matter or circumstance giving rise to the Loss;
- b. any Loss that is suffered or incurred by a party as a result of a fact, matter or circumstance which does not arise naturally (that is, according to the usual course of things) from the fact, matter or circumstance giving rise to the Loss; and
- c. any penalties imposed by an Authorised Agency.

Counterparty Data means all data, information, text, drawings or other materials embodied in any electronic or tangible medium, including data about or relating to the businesses of the Counterparty and which:

- a. are supplied by the Counterparty to SecureCo under this Agreement; and
- b. may be accessed by SecureCo in the course of providing the Platform and/or the Services.

Country Specific Provisions are set out at <https://www.secureco.co/trust/country>.

Data Breach means any failure, act or omission (whether accidental or otherwise and no matter by who committed) which has caused, or has the potential to cause, any unauthorised access to, or disclosure or loss of any Personal Information.

Data Location means the data location specified in Schedule 1.

Default Rate means the default rate specified in Schedule 1, provided that under no circumstances will the Default Rate exceed the maximum rate permitted by any applicable laws, in which case it will be capped at the permitted maximum rate.

End User means, where the Counterparty is a Partner (as identified in Schedule 1), any person who acquires the Service(s) (or part thereof) from the Counterparty and uses those Service(s) (with or without the Counterparty's authorisation).

Escalation Representative means the individual or head of department identified by a party as its escalation representative in Schedule 1, as may be replaced by that party under clause 14.6.

Features means a core function or capability provided by SecureCo's intelligent voice platform beyond Platform Access as specified in a Service Order.

Force Majeure Event means a circumstance beyond SecureCo's reasonable control, including acts or omissions of third party network operators or service providers, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts.

Insolvency Event in relation to a person, means the happening of any one or more of the following events:

- a. the person is unable to pay their debts as and when they fall due;
- b. the person admits its inability to pay its debts generally as they become due;
- c. a receiver, manager, administrator, liquidator, trustee for creditors or trustee in bankruptcy or analogous person being appointed over the person's undertaking or assets or any of them;
- d. if the person is a natural person, an application and filing for bankruptcy being made in respect of the person; or

- e. if the person is a corporation:
 - i. an application for winding up or other process seeking orders which, if granted, would render the person an externally-administered body corporate being filed and not being withdrawn within twenty (20) Business Days;
 - ii. the person being or becoming the subject of an order, or a resolution being passed, for the person's winding up or dissolution; or
 - iii. the person entering into, or resolving to enter into, a deed of company arrangement, or an arrangement, composition or compromise with, or assignment for the benefit, of its creditors generally or any class of creditors, or proceedings being commenced to sanction such a deed of company arrangement, or arrangement, composition or compromise, other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation.

Intellectual Property Rights means all industrial and intellectual property rights of any kind which may subsist anywhere in the world, including:

- a. patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names;
- b. any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition; and
- c. all rights of a similar nature to any of the rights in paragraphs (a) or (b) of this definition,

whether or not such rights are registered or capable of being registered.

Loss includes all loss, damage or liability (including liability to a third party) of any kind.

Mediation Rules has the meaning given to such term in Schedule 1.

Non-excludable Conditions or Liabilities has the meaning given to such term in clause 8.2(a).

Notifiable Data Breach means any Data Breach which, by or under the Privacy Law, is required to be notified to any privacy regulatory authority and/or any affected individuals.

Notification means both (i) the act of notifying any Notifiable Data Breach (or Data Breach if such is to be voluntarily notified) to any privacy regulatory authority and/or any affected individuals and (ii) the form and content of such notice.

PCI-DSS means the Payment Card Industry Data Security Standard and any guidelines issued by the PCI Security Standards Council.

Partner means a Counterparty that acquires Services from SecureCo to provide to End User/s, as indicated in Schedule 1.

Personal Information means information or an opinion about a person from which the person's identity is apparent or can reasonably be ascertained.

Personnel means, in respect of a party, the employees, agents and contractors of the party and includes, if the Counterparty is a Partner, the End Users of the Platform and/or the Service(s).

Platform means SecureCo's intelligent voice platform that is accessed by the Counterparty pursuant to this Agreement and which SecureCo agrees to supply to the Counterparty under this Agreement.

Platform Access means the ability to utilise the Platform.

Privacy Law has the meaning given to it in Schedule 1.

Product Description means the written description of a particular Service or Feature, which can be found online at <https://www.secureco.co/legal/productdescriptions>, which may be updated by SecureCo from time to time.

Representative means the individual or head of department identified by a party as its representative in Schedule 1, as may be replaced by that party under clause 14.6.

Service means an individual service acquired by the Counterparty from SecureCo and where the Counterparty is a Partner, where the service is supplied to an End User, and as specified in the applicable Service Order.

Service Commencement Date means the date on which SecureCo delivers a Service ready for use by the Counterparty as confirmed in writing by SecureCo issuing a Service Commencement Notice.

Service Commencement Notice means a notice issued by SecureCo to the Counterparty setting out the Service Commencement Date.

Service Level Agreement is set out at <https://www.secureco.co/trust/service-level-agreement>, which may updated by SecureCo from time to time.

Service Levels means the service levels as set out in the Service Level Agreement.

Service Minimum Term means the minimum term for the Service, identified in the applicable Service Order.

Service Order means a service order in the form approved by SecureCo entered into between the Counterparty and SecureCo for the order of a Service by the Counterparty.

Service Rebates means the compensation applicable when a Service Level commitment is not met.

Service Support Framework means the service support framework that applies to SecureCo and the Counterparty in respect of the provision of the Platform and the Service/s, as set out at

<https://www.secureco.co/trust/service-support-framework>, which may be updated by SecureCo from time to time.

Supplier means any third party that SecureCo acquires products or services from in order to provide the Platform and/or any Service/s under this Agreement.

Tax means any tax, rate, levy, impost or duty (other than a tax on the net overall income or capital gains of any person) and any interest, penalty, fine or expense relating to any of them.

Third Party Facilities means systems, networks, infrastructure and services provided by a third party (whether or not that third party has an agreement or understanding with the Counterparty); and the Counterparty's systems, networks and infrastructure.

16. INTERPRETATION

In this Agreement, unless the context suggests otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. words that are gender neutral or gender specific include each gender;
- c. if a word or phrase is defined its other grammatical forms have corresponding meanings;
- d. 'includes' means includes without limitation;
- e. no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- f. a reference to:
 - i. a person includes a firm, unincorporated association, corporation and an Authorised Agency;
 - ii. a person includes the person's legal personal representatives, successors and assigns, and persons substituted by novation;
 - iii. 'law' includes:
 - 1) statutes, regulations or by-laws applicable in the jurisdiction of the Governing Law or an Authorised Agency; and
 - 2) rules, proclamations, ordinances, orders, decrees, requirements or approvals (including conditions) of foreign, state, territorial or local jurisdiction or an Authorised Agency that have the force of law;
 - iv. a right includes a benefit, interest, remedy, discretion, authority or power;
 - v. an obligation of more than one person binds them all jointly and severally;

- vi. an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - vii. provisions of this Agreement or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
 - viii. month is a reference to a calendar month;
 - ix. any currency is the currency specified in the applicable Service Order ;
 - x. 'costs' includes charges, expenses and legal costs (on a full indemnity basis);
 - xi. writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes electronic transmissions;
 - xii. any thing (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
 - xiii. this Agreement or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - xiv. a clause or paragraph is a reference to a clause or paragraph, as the case may be, of this Agreement; and
- g. if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
 - h. where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

Signed as an Agreement

Signed for and on behalf of SecureCo by its duly authorised representative:	Signed for and on behalf of the Counterparty by its duly authorised representative:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date