

FUUZIO GROUP MASTER SERVICE & SUPPLY AGREEMENT



1. Parties

This Agreement is between Fuuzio Group Pty Ltd, its related entities (as defined in the Corporations Act 2001 (Cth)), successors and assignees of Level 10, 12 Creek St, Brisbane City, QLD 4000 (referred to as **"Fuuzio"**, **"we"**, **"us"**, **"our"**) and you, the person, organisation or entity that is a signatory to this Agreement, or, in the event that this Agreement is in force in its unexecuted form, is described on the order, Service Schedule or other documentation that refers to this Agreement (referred to as **"you"**) each a **"Party"** and collectively the **"Parties"**.

2. Background and Precedence

- (a) The Parties have agreed to enter into an agreement in relation to the Goods and Services provided to you by us.
- (b) The Parties agree that the whole agreement will comprise several documents as agreed from time to time:
 - (i) this Master Service & Supply Agreement; and
 - (ii) one or more Service Schedules; and
 - (iii) one or more Referenced Documents
- (c) The Parties agree that these documents are to be considered in a strict order of precedence and should a conflict between two or more documents arise, the document with the highest precedence shall prevail.
- (d) The documents will be interpreted with the following order of precedence:
 - (i) Master Service Agreement (Lowest Precedence); then
 - (ii) Service Schedules; then
 - (iii) Referenced Documents (Highest Precedence)
- (e) The Parties further agree that with respect to Referenced Documents, to the extent that two referenced documents conflict, the document with the most recent date will prevail.
- (f) With respect to a Referenced Document that is communicated by email, the Referenced

Document will be deemed to have been agreed on a date being 20 days from the date the email was transmitted if no response to the contrary is received.

- (g) If an alternate agreement is in force between you and us and this alternate agreement supports "Other Terms and Conditions" (or some other similar construct that permits additional terms to be added to the alternate agreement) then:
 - (i) This Agreement will be deemed to be "Other Terms and Conditions"; and
 - (ii) To the extent permitted by the alternate agreement, this Agreement will take precedence.

3. Acceptance

- (a) You are deemed to have accepted this Agreement by:
 - (i) Executing this agreement (including electronically) and returning the same to us (including by email); or
 - (ii) Executing any agreement that references this document (either directly or indirectly) and returning the same to us; or
 - (iii) Accepting a quotation that refers to this agreement (either directly or indirectly); or
 - (iv) Requesting that we provide goods or services to you; or
 - (v) Pay a deposit; or
 - (vi) Pay any portion of any invoice rendered by us.
- (b) We are deemed to have accepted this Agreement when:
 - (i) We have executed this agreement (including electronically) and returned the same to you (including by email); or
 - (ii) We have executed any agreement that references this document and returned the same to you; or

- (iii) We have provided (or started to provide) Goods and Services to you; or
 - (iv) We have stated that we accept your order; or
 - (v) We have rendered an invoice to you for goods or services
- (c) If this agreement is accepted without being bilaterally executed:
- (i) the version of the agreement that is in force will be the version that was published on our website www.fuuzio.com.au on the date that the agreement was accepted.
 - (ii) This Agreement will be deemed to have been accepted only for the specific supply of goods or services that triggered the acceptance
 - (iii) The date that the agreement will be deemed to have been accepted (**Acceptance Date**) will be the earliest date at which both Parties are deemed to have accepted the Agreement.

4. Definitions

Capitalised terms used in this Agreement will have the meanings given to them in this Agreement and any Service Schedule or Referenced Document.

“Accepted Payment Method” means payments by electronic funds transfer and cheque or as otherwise stated in an invoice issued by us to you under this Agreement.

“Anti-Bribery and Anti-Corruption Legislation” includes any statute, law, code, regulation or similar instrument in connection with the prohibition of bribery and corruption (including by virtue of the place of domicile or operations of Fuuzio and you) including but not limited to the Criminal Code Act 1995(Cth), the Crimes Act 1914(Cth), the Public Governance, Performance and Accountability Act 2013(Cth), the Corporations Act 2001(Cth), the Malaysian Anti-Corruption Commission Act 2009 (MACC Act) and the Bribery Act 2010(UK);

“Business Day” means a day that is not a weekend or gazetted public holiday in the state of South Australia.

“Credit Agreement” means an agreement between the Parties that describes the terms

under which we will provide you with commercial credit.

“Consequential Loss” includes any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of data and/or loss or corruption of data whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

“Force Majeure Event” means an event beyond the control of a Party which prevents that Party from performance under this Agreement. This includes but is not limited to act of God (such as, but not limited to, fire, explosions, earthquakes, drought, tidalwave, flood), public health emergency, war and other hostilities whether declared or not be it civil or the act of a foreign power, acts or threats of terrorism. This does not include the failure of the Party’s contractors or agents to perform.

“Goods and Services” may mean “Goods and/or Services” as the case may be.

“Government Official” means:

- Any officer or employee of a government or any department, agency or instrument of a government;
- Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government;
- Any officer or employee of a company or business owned in whole or part by a government;
- Any officer or employee of a public international organization such as the World Bank or United Nations;
- Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or
- Any candidate for political office

“Insolvency Event” includes an arrangement, compromise, winding up, dissolution, official management, appointment of administrator, liquidator or controller, assignment for the benefit of a creditor, scheme of arrangement with creditors, insolvency, bankruptcy or a similar procedure or if it applies, a merger, amalgamation reconstruction or change in the constitution of an entity for the purpose or having the effect of altering a Party’s rights with its creditors.

“Intellectual Property Rights” means any and all present and future rights to intellectual and

industrial property throughout the world and includes all copyright and analogous rights and all rights relating to inventions (including patent rights), patents, patent applications, patent improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, eligible circuit layout rights, trade secrets, know-how, concepts, information, ideas, processes, data or formulae, business names, company names or internet names, any confidential information and all other intellectual property rights, whether capable of registration or not.

“Latent Conditions” means any condition, event, circumstance, matter or thing, relating to any Goods or Services provided under this Agreement that could not have reasonably been foreseen or anticipated at the date we agreed to provide the Goods or Services to you (whether quoted or not), and that would, or would likely result in us, you, or any third party suffering or incurring additional costs or delay, or would require a change to the conditions on which we supply Goods and Services under this Agreement (this includes this Agreement, Service Schedule or Referenced Documents).

“Referenced Documents” means documents that are associated with or referenced by, any service being delivered under any Service Schedule in force under this Agreement to the extent that said document is deemed to have been agreed. This includes but is not limited to proposals, specifications, designs, policies and procedures.

“Service Schedules” means a schedule that is annexed to this agreement for the purpose of delivery of one or more services to the Client by MindVision.

“Tax Invoice” and **“GST”** derive their meanings from the provisions of the *New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

5. Interpretation

(a) In this Agreement unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) a reference to a person or other entity (including an individual, body corporate, a partnership, an unincorporated association and a government) is a reference to any type of person or other entity;

- (iii) a reference to a clause or schedule is a reference to a clause or schedule of this Agreement; and
- (iv) a reference to a day or days to mean a Business Day.

(b) This Agreement is to be interpreted in accordance with its clear commercial purposes. It is not to be read literally if that would produce a result clearly contrary to those purposes.

6. Your Obligations

(a) You warrant that:

- (i) you have effected and will maintain appropriate insurance policies to insure against your risks for the duration of the Goods and Services;
- (ii) you have effected and will maintain appropriate insurance policies to cover the Goods from the time risk is transferred from us to you;
- (iii) there are no legal restrictions preventing you from agreeing to this Agreement;
- (iv) you will cooperate with us, and provide us with all documentation, information, instructions and access to personnel, property, systems and facilities necessary to enable us to provide the Goods and/or Services as requested from time to time, in a timely manner;
- (v) if you are purchasing or requesting the Goods and/or Services from us as agent for another person you have the necessary authority to act on their behalf (including to do all things necessary to allow us to provide the Goods and Services) and to bind them to this Agreement;
- (vi) the information you provide to us is true, correct and complete;
- (vii) you will not infringe any third-party rights (including Intellectual Property rights) in working with us and receiving the Goods and/or Services;
- (viii) to the extent we need to visit your property, you will ensure that your property is safe, free of harmful materials or substances and otherwise complies with all relevant workplace

health and safety laws, regulations and standards; and

- (ix) you are responsible for obtaining any access, consents, licences and permissions from other parties necessary for the Goods and/or Services to be provided, at your cost, and for providing us (and our Personnel) with the necessary consents, licences and permissions.
- (x) You are not using our Goods and Services in a manner that is in breach of any applicable local, state, federal and international laws and regulations.

7. Indemnities

- (a) To the extent of its professional indemnity insurance we will at all times indemnify and continue to indemnify, hold harmless and defend the you and your respective officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss, damage, costs, liability or expense incurred by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any breach of this Agreement or any wilful, unlawful or negligent act or omission by us, our employees, agents or sub-contractors in connection with this Agreement.
- (b) You will at all times indemnify and continue to indemnify, hold harmless and defend us and our respective officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss, damage, costs, liability or expense incurred by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any breach of this Agreement or any wilful, unlawful or negligent act or omission of yours, your employees, agents or sub-contractors in connection with this Agreement.
- (c) Each Party will indemnify and hold the other Party harmless from and against any loss, damage, costs, liability or expense arising out of any breach of the warranties set out in this or any other agreement that is in force from time to time.

- (d) This clause 7 will survive the termination or expiry of this Agreement.

8. Warranties of Goods and Services

- (a) Notwithstanding any warranty prescribed in any Service Schedule, Fuuzio disclaims all warranties, expressed or implied, including but not limited to merchantability and fitness for a particular purpose. Fuuzio will not be liable for any damages of any kind arising from the use of its products and services, including and without limitation direct, indirect, incidental, and Consequential Loss.
- (b) You must notify us within 7 days of delivery of Goods if there is a defect with them, otherwise, subject to your Statutory Rights, we do not accept liability for such defects.
- (c) Certain legislation, including the Australian Consumer Law (**ACL**), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Goods and Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- (d) Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:
 - (i) to cancel the applicable order with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.
- (e) You are also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a Services does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the Services and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Services.
- (f) If the ACL applies to you as a consumer, nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Goods and Services provided to an entity defined as a

consumer under the ACL is governed solely by the ACL and this Agreement.

- (g) To the maximum extent permitted by law and subject to clauses (h) through (m), we exclude all warranties not expressly stated in this Agreement and all implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Goods and Services) are provided to you without warranties, representations and guarantees of any kind.
- (h) Where we provide Services, we give a 12-month Service warranty that our workmanship in relation to the provision of these services has been of a standard that a reasonable person would expect of a tradesman or professional providing the Services.
- (i) Goods sold by the Company carry only such warranties as are specified in our catalogues, or in any catalogues of our suppliers (Manufacturer Warranties).
- (j) We are not the manufacturer of Goods and, subject to your Statutory Rights, are not liable for Manufacturer Warranties, though we will take all reasonable steps to facilitate a Manufacturer Warranties claim.
- (k) All Manufacturer Warranty provided are void and of no effect, if the defect or damage has been caused, in whole or in part, by:
 - (i) Misuse of the Goods (including contrary to the Specifications);
 - (ii) Use of the Goods by a person not trained to use the Goods; and/or
 - (iii) Deliberate tampering with or damage to the goods.
- (l) For the purpose of making a Manufacturer Warranty claim, you must contact us as soon as you become aware of any defect and provide details of the alleged defect.
- (m) The Manufacturer Warranties is in addition to but may overlap with any Statutory Rights and remedies you may have under applicable law, including the ACL. If you are not considered a "consumer" within the meaning of the ACL, the Manufacturer Warranty may be your sole remedy.
- (n) This clause 8 will survive the termination or expiry of this Agreement.

9. Limitations of Liability & Disclaimers

- (a) **Exclusions:** To the maximum extent permitted by law, we exclude any Liability, and you waive and release us from any Liability, caused or contributed to by:
 - (i) any Latent Conditions;
 - (ii) acts or omissions of you or your Personnel, or any third party (not engaged by us);
 - (iii) any information, documentation, specifications, directions, instructions, advice, work, goods, services or other things given or provided by you (or any of your Personnel) or any third party, including Your Items;
 - (iv) any change to drawings, depictions, descriptions, weights, dimensions, or any other specifications of any Goods caused by any changes of specifications by any manufacturers of any Goods, or for any reason outside our reasonable control.
 - (v) the Goods and/or Services being unavailable or delayed (for any reason), and any Liability arising from the Goods and/or Services being unavailable or delayed; or
 - (vi) any Force Majeure Event.
- (b) To the maximum extent permitted by law, we exclude any Liability, and you waive and release us from any Liability, for any Consequential Loss.
- (c) **Limitation:** To the maximum extent permitted by law, our total Liability arising out of or in connection with this Agreement is limited to:
 - (i) us re-supplying the relevant Goods and/or Services to you; or
 - (ii) at our option, us refunding to you the amount you have paid us for the Goods and/or Services to which your Liability relates,
 - (iii) but, in any event, our Liability under this agreement or otherwise will be limited to, and must not exceed, the portion of the Price paid by you to us for the Goods and/or Services, the subject of the relevant Liability.

- (d) Despite any provision to the contrary, to the maximum extent permitted by law, our liability under or in connection with these Terms will be reduced proportionately to represent the share of responsibility that we have for any Liability according to the extent to which our breach of any provision of this Agreement or our negligent or wrongful acts or omissions caused or contributed to the Liability in the course of performing our obligations under this Agreement.
- (e) This clause 9 will survive the termination or expiry of this Agreement.

10. Delivery, Title and Risk

- (a) Unless otherwise stated in Service Schedule or any Referenced Document our price will include all costs associated with the delivery of the Goods and Services to you (including, without limitation, any excise or customs duties, taxes or levies).
- (b) You acknowledge and agree that:
- (i) we may order the Goods (and any parts or replacements) from third parties;
 - (ii) we may provide you with an estimated lead time, or date, for provision of the Goods and/or Services and that any estimate is an estimate only;
 - (iii) provision of the Goods and/or Services may be affected by circumstances beyond our control, including Force Majeure Events, delays obtaining the Goods from third parties; and
 - (iv) we have no Liability, and you waive and release us from any Liability, for any delays or a failure to deliver as a result of, or in connection with, any of the events or circumstances referred to in clause (b).
- (c) You will be responsible for, and indemnify us against, any damage to the Goods and/or Services caused or contributed to by you or your personnel.
- (d) Title in the Goods will remain with us until all Tax Invoices due and payable to us for the provision of the Goods and Services under this Agreement are paid to us in full. To the extent that you are in possession of Goods for which you do not have clear title you agree to hold the Goods as bailee for us. In the event that

Tax Invoices are not paid within 45 days of the due date you authorise us to enter your property for the purpose of taking possession of the Goods, and authorise us to use all reasonable force to obtain such possession. Risk in the Goods will pass to you on delivery of the Goods to you.

- (e) You acknowledge and agree that these Terms create:
- (i) a registrable security interest in favour of us under the Personal Property Securities Act 2009 (Cth), and you consent to it (and any other registrable interest created in connection with these Terms) being registered on the Personal Property Securities Register (and you must do all things to enable us to do so); and
 - (ii) a caveatable interest in favour of us, for which we may register or lodge a caveat or caveats over any real property held by you, and you unconditionally consent to the caveat or caveats being registered over any such land (and you must do all things to enable us to do so). For the purpose of this clause, as security for any amounts due to us under these Terms or otherwise, you charge to us all of your legal and equitable interests (both present and future) of whatsoever nature in any and all real property held by you.
- (f) Subject to any Statutory Rights you may have, we do not accept returns other than as expressly set out in these Terms. Goods returned with our prior written consent shall incur a re-stocking charge of 15% of the price of the Goods.
- (g) Unless otherwise agreed by us, all authorised returns of Goods should be made via our authorised transport making the initial delivery, or as we shall otherwise direct, and all returned Goods must be accompanied by an itemised credit claim signed by or on behalf of you stating the reason for the return of the Goods. A request to return Goods must be notified to us within 7 days of the date of delivery to you, and return of the Goods must be made to the point of despatch to you within 14 days from the date of receipt of the Goods by you.

11. Force Majeure

- (a) If a Party (the Delaying Party) is unable to perform an obligation under this Agreement because of a Force Majeure Event, then:
- (i) As soon as reasonably practicable (and in any event no later than 5 business days) after the Force Majeure Event arises, that Party must notify the other Party of the extent to which the notifying Party is unable to perform its obligation;
 - (ii) Where a Party complies with 11(i), that Party's obligation to perform those obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and
 - (iii) In all cases, the Parties must use their best endeavours to minimise the impact of any Force Majeure Event.
- (b) Neither Party is excused from any obligation to pay money because of a Force Majeure Event, despite any other provision of this Agreement.
- (c) If a delay by either Party arising directly out of a Force Majeure Event continues for more than 60 calendar days the other Party may at its discretion terminate the Agreement by giving 10 calendar days notice to the Delaying Party.

12. Insurance

- (a) We must maintain professional indemnity, product and public liability insurance in amounts agreed with the You being no less than \$10 million Professional Indemnity and \$20 million for Product and Public Liability. We must continue to maintain such insurance for at least 12 months from date of the last invoice rendered by us for services provided under this or any associated agreements.
- (b) We must give you evidence that the policy is in force when requested to do so.

13. Intellectual property

- (a) Except as explicitly defined in a Service Schedule or Referenced Document each Party (the Consuming Party) acknowledges that material provided by the other Party (the Providing Party) for the purposes of prosecuting the consuming Parties obligations under this Agreement is owned by or licensed to the providing Party and that the provision of

the material to the consuming Party does not constitute or effect or purport to constitute or effect the sale or transfer of title to Consuming Party of any Intellectual Property Rights.

14. Confidentiality

- (a) During the course of the relationship between both Parties, each will come in contact with and/or receive confidential and proprietary information from the other, including but not limited to, personal data on private individuals, business plans, its business generally, product concepts, technical information, software programs in machine readable code form, electronic & printed documentation, pricing information, marketing distribution plans ("Confidential Information") and the source code human readable versions of the computer software programs which are commercially valuable proprietary products of the respective Parties which are secret and not generally known to others ("Trade Secrets"). A loss of competitive advantage due to unauthorised disclosure or unauthorised use of Trade Secrets or Confidential Information may cause injury and harm to the respective Party.
- (b) Each will limit access to or operation of the Confidential Information and Trade Secrets only to authorised employees on a "need to know" basis (the "Authorised Employees").
- (c) Either Party or Authorised Employees shall not, without the prior written consent of the other directly or indirectly use, disclose, divulge, distribute, publish, reproduce, transmit or transfer to others the Trade Secrets and/or Confidential Information or any portion thereof, by any means or in any form.
- (d) On termination of this Agreement:
- (i) each Party's rights to use the other Party's Confidential Information and/or Trade Secrets will cease;
 - (ii) each Party shall immediately return to the other Party or all supplied copies of Confidential Information and/or Trade Secrets whether electronic, magnetic, printed or otherwise; and
 - (iii) each Party will destroy and certify in writing to the other Party the destruction of all duplicate copies created of Confidential Information and/or Trade

Secrets whether electronic, magnetic, printed or otherwise.

- (e) All right, title and interest, including worldwide copyrights, trade secrets, confidential and proprietary information in the Trade Secrets and Confidential Information shall, at all times, remain the property of the respective Parties.
- (f) As used herein, Confidential Information and Trade Secrets shall not include information;
 - (iv) known at the time of receipt from the other Party;
 - (v) generally known by or available to the public, through no act or failure to act by the Party; or
 - (vi) furnished to third Parties without restriction on disclosure.
- (g) Nothing in this Agreement shall be construed as granting or conferring any rights by licence or otherwise in any of the Confidential Information or Trade Secrets disclosed to the other Party.

15. Commencement Date and Termination

- (a) This Agreement will commence on the date set out in the Execution section, being the date that this Agreement is signed by the last Party to execute it, or the Acceptance Date, whichever is the earlier.
- (b) This Agreement and/or any project commenced under this Agreement may be terminated:
 - (i) by either Party with 14 calendar days written notice if the other Party commits a breach of this Agreement which is not capable of being remedied;
 - (ii) by either Party immediately by written notice if the other Party commits a breach of this Agreement and fails to rectify that breach within 30 calendar days after receipt of written notice specifying the breach and requiring rectification; or
 - (iii) by either Party without notice if the other Party undergoes an Insolvency Event

- (c) the You may unilaterally terminate this Agreement upon 90 calendar days written notice to us.
- (d) Should this Agreement be terminated all Service Schedules that are in force under this Agreement will be deemed to have been terminated and the termination clauses therein shall be in full force and effect.

16. Survivability

- (a) The termination or ending of this Agreement or a project commenced under this Agreement does not affect accrued rights. Moreover, the following clauses continue to apply despite the termination or ending of this Agreement:
 - (i) Warranty on Goods and Services
 - (ii) Warranties
 - (iii) Indemnities
 - (iv) Insurance
 - (v) Intellectual Property
 - (vi) Confidentiality

17. Notices

- (a) A notice, consent, information or request that must or may be given or made to a Party under this Agreement is only given or made if it is emailed to:
 - (i) us at legal@fuuzio.com.au.
 - (ii) You at the email you provide to to which we send Tax Invoices, us as updated from time to time.
- (b) However, if a Party gives another Party three business days written notice of a change of that, or a subsequent, address or email address, a notice, consent, information or request is only given or made by that other Party if it is delivered, emailed, posted or faxed to the latest address or to the latest facsimile number.

18. Time of essence

- (a) Time is of the essence in relation to the obligations of the Parties under this Agreement.

19. Further co-operation

- (a) A Party must do anything (including executing a document) the other Party reasonably requires in writing to give full effect to this

Agreement and the transaction it contemplates.

20. Entire Agreement

- (a) This Agreement contains everything the Parties have agreed on in relation to the development commercial arrangement between you and us and supersedes and replaces all previous correspondence written or verbal.

21. Amendment to the Agreement

- (a) This Agreement can only be varied by the Parties in writing.

22. Severability

- (a) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

23. Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any right of, or breach of obligation by, that Party. A waiver by a Party is only effective if it is in writing.
- (b) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

24. Assignment

- (a) Either Party may assign any of its rights under this Agreement provided that it obtains the prior written consent of other Party, which consent may not be unreasonably withheld.

25. Joint & Several Liability

- (a) Where you constitute two or more individuals or entities, you will each be jointly and severally liable under this Agreement.

26. Publicity

- (a) You consent to us using your personal information for marketing purposes.
- (b) Notwithstanding disclosures required by a Party to meet continuous disclosure requirements of the Australian Stock Exchange or any other stock exchange, neither Party, nor anyone acting on such party's behalf, shall publish, distribute or otherwise disseminate any press release, advertising or publicity matter having any reference to the other party of this Agreement, unless and until such matter has first been submitted to and approved in writing by the other party, such approval must not be unreasonably withheld.
- (c) We reserve the right to take photographs and video (**Photographs**) of the Goods and/or Services.
- (d) Any Intellectual Property rights to the Photographs will be held solely by us.
- (e) You may ask for, and we must provide, the Photographs to you. In this instance we grant use a non-exclusive, non-transferable licence to use the Photographs.
- (f) Subject to this clause 26, either party may use the Photographs for any purpose they see fit.

27. Relationship of Parties

- (a) This agreement does not create a partnership, agency fiduciary or any other relationship, except the relationship of contracting Parties, between the Parties. No Party is liable for an act or omission of another Party, except to the extent set out in this Agreement.

28. Invoicing, Payment and Credit

- (a) Any price payable for a supply made by us under this Agreement will have GST added.
- (b) We must issue a Tax Invoice to you in respect of any fees and charges under this Agreement.
- (c) We may issue a Tax Invoice to you from any related entity of ours (as defined in the *Corporations Act 2001 (Cth)*).
- (d) Nothing in this Agreement requires us to provide you with Credit. Absent a Credit Agreement all Tax Invoices are immediately due and payable.

- (e) We may, in our absolute discretion, require a pre-payment prior to providing goods or services under this Agreement.
- (f) You agree to promptly review Tax Invoices for errors and omissions and notify us within 3 days of the receipt of the invoice.
- (g) Absent manifest error the client agrees to pay the Tax Invoice in full within 7 calendar days of the date of invoice or the due date presented on the invoice, whichever is the earlier.
- (h) If an error or dispute arises with respect to a Tax Invoice you must notify us in writing within 7 calendar days.
- (i) If a Tax Invoice is disputed you must pay the undisputed portion of Tax Invoice in accordance with Clause (g).
- (j) In the event that an undisputed invoice, or portion of an invoice, remains past due and the client has been notified of this circumstance, we may, at our absolute discretion:
 - (i) If the Tax Invoice is past due < 20 Business Days, suspend any or all services being provided to you by us after providing you with notification of the same; or
 - (ii) If the Tax Invoice is past due < 40 Business Days, refer the matter to a collection agent; or
 - (iii) If the Tax Invoice is past due > 40 days, terminate this Agreement or any Service Schedules to this agreement.
 - (iv) charge interest for amounts outstanding calculated and posted each calendar day in an amount with an interest rate equal to double the Australian Taxation Office General Interest Charge.
- (k) You agree that if action is taken in accordance with paragraph (j) above:
 - (i) You will indemnify and hold harmless us, our agents and employees for or any losses, either direct or consequential that are sustained the you or any other 3rd Party as a result of us exercising its rights under clause (j).
 - (ii) You may, upon payment of the outstanding Tax Invoices be required by us to pay a deposit, suspension fee, return to work fee or other withholding

prior to us resupplying services under this Agreement

- (iii) Transfer of title to property (including intellectual property) that is the product of the services provided under this Agreement will be revoked and will not be transferred until payment is received in full.

29. Jurisdiction & Governing Law

- (a) This Agreement is governed by the laws of the State of Queensland and the Parties submit to the non-exclusive jurisdiction of its courts.

30. Anti-Bribery & Corruption

- (a) In carrying out its obligations under this Agreement each party undertakes to strictly comply with all "Anti-Bribery and Corruption Laws" applicable laws prohibiting bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment.
- (b) Each party undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption
- (c) Each party declares that to its knowledge, its legal representative, directors, employees, agents and anyone performing services for and on behalf of it do not, and will not directly or indirectly offer, give, agree to give, authorise, solicit or accept the giving of money or anything else of value or other advantage to any person, company, Government Official, or undertaking for the purpose of corruptly influencing such person in their official capacity or for the purpose of rewarding or inducing the improper performance of a relevant activity or function by any person in order to gain advantage for themselves, or others in the performance of this Agreement.
- (d) Each party further declares that it, nor its legal representatives, directors, employees, agents, sub-contractor or anyone performing services for and on behalf of it under this Agreement has been, or is listed by any government agency as being debarred, suspended, proposed for suspension of debarment or otherwise ineligible for participation in government procurement programs.
- (e) If either Party has reasonable grounds to believe that the other Party has breached any term of this clause they may suspend

performance of this agreement without notice for as long as it considers necessary to investigate the conduct without incurring any liability or obligation to the other Party for such suspension.

- (f) Each Party agrees to notify the other of any breach of any term of this clause within a reasonable time.
- (g) Each Party is obliged to take all reasonable steps to prevent the loss or destruction of documentary evidence in relation to the relevant conduct.

31. Dispute Resolution

- (a) The Parties agree to negotiate in good faith to resolve any differences or disputes that arise. No Party is entitled to cease to co-operate fully with the other to achieve the aims of this Agreement because of the existence of a dispute arising out of this Agreement.
- (b) The Parties agree that in the event they are unable to resolve any disputes to attempt to resolve the dispute with the help of a mediator to be appointed jointly by the Parties. If the Parties do not agree on a mediator, the mediator is to be appointed by the President of the Law Society of Queensland. Each of the Parties must co-operate fully with the mediator. Each of the Parties must pay an equal share of the fees and expenses to which the mediator is entitled.

**FUUZIO GROUP MASTER
SERVICE & SUPPLY AGREEMENT**



Execution Page

Executed as an agreement

Date:

Executed by your entity:

_____ (ABN _____) by being signed by:

.....
Authorised Signature

.....
Authorised Signature

.....
Print full name

.....
Print full name

.....
Title

.....
Title

Executed by Fuuzio Group Entity

_____ (ABN _____) by being signed by:

.....
Authorised Signature

.....
Authorised Signature

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Print full name

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Print full name

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Title

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Title