STANDARD TERMS AND CONDITIONS

These Terms and Conditions form part of a legally binding agreement between Lonicera and Customer.

1. SUPPLY

Lonicera Pty Ltd ACN 080 462 577 (**Lonicera**) will endeavour to provide the Goods, and to commence supply of the Services, on or by the relevant dates separately agreed in writing between Lonicera and Customer, or if no such date is agreed in writing, then a date determined by Lonicera in its discretion and notified to Customer in relation to the particular Goods or Services.

2. PAYMENT

2.1 Amount

Customer must pay Lonicera in accordance with the Pricing. All Pricing is exclusive of GST unless stated otherwise. If GST applies, then the amount payable will be increased by the amount of GST.

2.2 Timing

Customer must make all payments in accordance with the billing arrangements separately agreed between in writing between Lonicera and Customer, or if not agreed in writing, then:

(a) in relation to Goods, means that Lonicera will invoice Customer on or after delivery of the Goods to Customer; and

(b) in relation to Services, means that Lonicera will invoice Customer monthly in advance,

and in each case Customer must pay the invoice within 14 days of the date of the invoice. If Customer does not make a payment when due, then the amount unpaid will bear interest at the lesser of either 1.5% per month compounding monthly, or the maximum rate permitted by law and Customer must pay any debt collection or legal fees incurred by Lonicera in enforcing payment.

3. WARRANTIES AND LIABILITY

3.1 Exclusion of other terms

To the extent permitted by law, and except as expressly provided in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations of any kind (including as to fitness for purpose or merchantability) whether express, implied, statutory or otherwise relating in any way to the Goods or Services or this Agreement are excluded.

3.2 General limitation of liability

To the extent permitted by law, any liability of Lonicera:

(a) under any term, condition, warranty or representation that by law cannot be excluded;

(b) under any guarantee or other right under any statute (including the Australian Consumer Law) that applies to the Goods or Services; or

(c) otherwise on any basis (including negligence) under or in connection with this Agreement or the Goods or Services, including regarding any advice by Lonicera in connection with any of the foregoing,

is, where permitted by law, limited at the option of Lonicera to the replacement, repair or resupply of the relevant goods or services, , or the payment of the cost of same.

3.3 Exclusion of categories of loss

To the extent permitted by law, all liability of Lonicera and Customer is excluded in respect of any indirect or consequential Loss suffered or incurred by Customer, in relation to the Goods or Services, any delay or failure in supplying them, or otherwise under or in connection with this Agreement, and in any event (including where amounting to a direct loss) for any lost profits or goodwill or lost or corrupted data.

3.4 Supplier warranties

For the avoidance of doubt, nothing in this Agreement limits any warranties given by any Supplier directly to Customer.

4. SPECIFIC PROVISIONS REGARDING SERVICES

4.1 Customer's ongoing obligations

During the term of this Agreement Customer must:

(a) comply with all Laws applicable in any way in relation to the Services and ensure that End Users do so;

(b) not use the Services, or permit the Services to be used (directly or indirectly) to commit, or cause to be committed by any person, any offence or wrongful act or omission or to infringe any right (including any intellectual property right) of any person;

(c) not do or permit to be done, any act in relation to the Services which could damage the reputation of Lonicera; and

(d) comply with any operational guidelines produced by Lonicera, and all reasonable directions of Lonicera, from time to time in relation to the Services.

4.2 Indemnity regarding Services

To the maximum extent permitted by law, Customer hereby indemnifies and must keep indemnified Lonicera against all Claims incurred by Lonicera in relation in any way to:

(a) the use of the Services or Licensed Software by Customer or any End User, including any infringement of any third party's intellectual property as a result of the use of the Services or Licensed Software outside the terms of this Agreement or any licence granted to Customer;

(b) any negligence of Customer or any End User, or any breach of this Agreement by Customer, in relation to the Services or Licensed Software; or

(c) any claim by Customer against any Supplier or claim by any End User against Lonicera or any Supplier, in relation to the Services or Licensed Software.

This indemnity may be enforced by Lonicera before and without incurring any expense or making any payment to any person.

For the avoidance of doubt, clause 3.3 does not apply to any liability of Customer under this indemnity

4.3 Faults and force majeure

To the extent permitted by law, Lonicera excludes:

(a) any warranty or representation that any Service, or Licensed Software, will be continuous or fault free; and

(b) all liability in relation to any fault in, or failure of, any equipment used in connection with the supply of any Service.

To the extent permitted by law, all liability of Lonicera is excluded in respect of any Loss suffered or incurred by Customer in relation to any fault or failure in the supply of any Service, or any delay or failure by Lonicera in performing or satisfying any obligation or warranty under this Agreement, if the fault, failure or delay is due to any external cause beyond Lonicera's reasonable control, including any natural catastrophe, storm, lightning, earthquake, fire, explosion, flood or water leak, terrorist act, industrial dispute, war or civil disturbance, equipment failure, power failure or surge, failure or curtailment of any other utility (including internet connectivity), epidemic or pandemic or act or omission of any government or other authority.

If Lonicera becomes aware of any such fault or failure, then Lonicera will use reasonable endeavours to address it. Customer

must promptly notify Lonicera of any such fault or failure of which Customer becomes aware.

5. SPECIFIC PROVISIONS REGARDING GOODS

5.1 Title and risk

Unless agreed otherwise in writing, title and risk in Goods passes to Customer upon receipt of those Goods by Customer.

5.2 Exclusions

To the extent permitted by law, and without limiting clause 3, if there is a Supplier in relation to any Goods or Services, then any rights of Customer against Lonicera that arise under this Agreement or otherwise in relation to those Goods or Services are limited to the extent (if any) to which Lonicera has an effective corresponding right against the Supplier, unless agreed otherwise in writing.

6. TERM AND TERMINATION

6.1 Term

This Agreement will continue indefinitely until terminated by either party in accordance with this Agreement.

6.2 Termination without cause

Subject to any minimum period applicable to the supply of any Services, Customer may at any time, in its sole discretion, terminate this Agreement by giving Lonicera at least 60 days prior written notice. Lonicera may at any time, in its sole discretion, terminate this Agreement by giving Customer at least 90 days prior written notice. Following notice of termination by Customer or Lonicera, Lonicera will provide any reasonable assistance requested in writing by Customer to facilitate transition to a new provider prior to termination/end of this agreement, provided it does not include Lonicera providing or licensing any of its intellectual property to the new provider. Such assistance will be provided as an additional service charged at Lonicera's standard rates applicable at the time.

6.3 Suspension or termination for cause

Either party may terminate this Agreement (or Lonicera may suspend provision of any or all Services) by written notice to the other party if:

(a) the other party remains in unremedied breach of this Agreement after 30 days' notice from the terminating party specifying reasonable details of the breach; or

(b) the other party is, or becomes, the subject of any Insolvency Event.

Lonicera may terminate this Agreement, or suspend provision of any or all Services, by written notice to Customer if Customer fails make any payment when due under this Agreement.

6.4 Effect of termination

The termination of this Agreement will not affect the accrued rights of either party as at the date of termination. Clauses 2 to 10 will survive the termination of this Agreement, as will any other provision that by its nature is intended to survive termination.

6.5 No poaching of staff

During the term of this Agreement, and for the period specified below after the termination of this agreement, Customer must not (and must ensure that its related bodies corporate from time to time do not) in the area specified below engage, or seek to engage, (in each case whether directly or indirectly through one or more interposed entities) as an employee or contractor any person who is an employee of Lonicera at any time during the term of this Agreement who has any involvement with the Services contemplated by this agreement.

The specified period is alternatively 24 months or 12 months. The specified area is alternatively Australia and Victoria. The above provision takes effect as a series of separate provisions using each possible combination of the specified period and specified area.

If any part of the above restriction is or becomes invalid or unenforceable then that part will cease to apply but the validity and enforceability of the remaining part will be unaffected.

7. CONFIDENTIAL INFORMATION

Each party to this Agreement agrees to keep in confidence any Confidential Information of the other party, and to use the other party's Confidential Information only for the purposes of this Agreement. These obligations do not apply to any information that:

(a) enters the public domain other than by breach of this Agreement; or

(b) is required by law to be disclosed, provided that the disclosing party uses reasonable efforts to protect the confidentiality of such information.

Despite the above, for marketing purposes Lonicera may disclose that Customer is a customer of Lonicera and the general nature of goods or services supplied to Customer.

8. DISPUTE RESOLUTION

8.1 Invoice disputes

If Customer wishes to dispute any amount invoiced by Lonicera under this Agreement, then Customer must provide Lonicera with notice of the dispute and accompanying documentation to support its claim within 30 days of receipt of the applicable invoice. Customer may not dispute the relevant invoice after that time, except to the extent that by law Customer has a non-excludable right to dispute it. If the parties do not reach a resolution of any such dispute within 60 days of the invoice to which the dispute relates, then either party may commence legal proceedings.

8.2 Other disputes

Subject to clause 8.1, in the event of any other dispute under this Agreement the aggrieved party must provide the other party with notice in writing of the dispute. Both parties must work with each other in good faith to investigate and resolve all such disputes. If the parties do not reach a resolution of a dispute within 60 days of the notice, then either party may commence legal proceedings.

9. MISCELLANEOUS

9.1 Notices

All notices, demands, requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered when actually received, whether sent by email, facsimile, ordinary or certified mail, courier or otherwise to the receiving party.

9.2 Intellectual property

All intellectual property (including copyright) in anything provided to Customer in connection with this Agreement (including any Licensed Software or configuration) will remain the property of Lonicera or the relevant Supplier.

9.3 Applicable law

This Agreement is to be construed according to, and is governed by, the laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this Agreement.

9.4 Assignment and subcontracting

Customer may not transfer or assign its rights or obligations under this Agreement to any other person except with the prior written consent of Lonicera, such consent not to be unreasonably withheld. Lonicera may transfer or assign its rights or subcontract its obligations under this Agreement.

9.5 Severance

If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable then the provision will so far as possible be read down to the minimum

extent necessary to ensure that it is not. If any provision or part of it cannot be so read down, then the provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

9.6 Waivers

Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

9.7 Entire agreement

This Agreement constitutes the entire agreement between Lonicera and Customer in relation to its subject matter. Any prior arrangements, agreements, representations or undertakings are superseded and, except as expressly provided, each party warrants that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Agreement or incorporated by reference.

10. INTERPRETATION

10.1 Dictionary

In this Agreement the following terms have the corresponding meaning:

Agreement means these Terms and Conditions, the relevant written description of the Goods or Services (including any additional provisions included in writing as part of that description) and the Pricing.

Claim means any demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, including those constituting indirect or consequential losses, and includes legal costs on an indemnity basis.

Confidential Information of a party to this Agreement means all information of a confidential nature of or relating to that party, including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this Agreement, or that comes to the knowledge or into the possession of the other party in connection with this Agreement. Confidential Information of Lonicera includes the terms of this Agreement, its business, affairs, networks, customers, products, developments, trade secrets, know-how, pricing structures, the Services, and any information related to the supply of the Services by Lonicera to Customer.

End User means any person (other than Customer) who directly or indirectly uses any of the Services or Licensed Software.

Goods means the goods (if any) agreed in writing between Lonicera and Customer.

Insolvency Event means the happening of any of these events:

(a) in respect of a body corporate - an order is made that it be wound up, a liquidator, provisional liquidator, receiver, manager, receiver and manager, controller, trustee or administrator is appointed over it, it enters into an arrangement with its creditors or seeks to obtain protection from its creditors or it resolves to wind itself up; or

(b) in respect of an individual - the individual becomes an insolvent under administration as defined in section 9 of the *Corporations Law*; or

(c) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Laws means all applicable laws, regulations, standards, codes, orders and directions, including those issued by any governmental authority.

Licensed Software means any software that is licensed to Customer by Lonicera, or of which Lonicera procures a licence to Customer by a third party, pursuant to or in connection with this Agreement.

Loss means any loss, damage, cost, interest, expense, fee, or Claim incurred by a person, including indirect or consequential losses.

Pricing in relation to Goods or Services means the fees, charges, interest and other amounts agreed in writing between Lonicera and Customer or described or referred to in this Agreement, as amended from time to time in accordance with this Agreement.

Services means the services (if any) agreed in writing between Lonicera and Customer, as those services are amended from time to time in accordance with this Agreement. They include the grant or procuring of any licence of any Licensed Software.

Supplier means any person from whom Lonicera purchases any goods or services for the purpose of on-selling them (whether or not with other goods or services) as all or part of the Goods or Services.

10.2 Rules of interpretation

In this Agreement:

(a) **Gender**. Words importing any gender include the other genders.

(b) **Headings**. Headings will be ignored in construing this document.

(c) **Inclusive Terms**. Use of inclusive terms such as “includes” or “including” will be read as “includes, without limitation” or “including, without limitation”.

(d) **Numbers**. Words importing the singular include the plural and vice versa.

(e) **Persons**. References to persons include corporations.

(f) **Writing**. References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include email and facsimile transmissions.