

This Customer Agreement contains the terms and conditions for supply by VeroGuard Systems Pty Limited (ACN 617 573 001) (**Supplier**), in its own right or on behalf of an Approved Channel specified in a Purchase Order, of any of a **VeroCard Subscription Service** and or one or more of a **VeroGuard (VeroCard) Application Subscription Service** (each, a **VeroGuard (VeroCard) Subscription Service**) to the person or entity specified in a Purchase Order as Customer for the purposes of this Customer Agreement (**Customer**).

This Customer Agreement may only be varied by Supplier and Customer documenting the variations in writing.

This Customer Agreement is a legally binding document between Supplier and Customer for the purchase of VeroGuard (VeroCard) Subscription Services. Unless Supplier agrees otherwise in writing, this Customer Agreement governs the purchase by Customer of subscriptions for VeroGuard (VeroCard) Subscription Services, except to the extent all or any portion of the VeroGuard (VeroCard) Subscription Services are (a) the subject of a separate written agreement set forth in a quotation issued by Supplier or (b) governed by a third party licensor's terms and conditions.

By clicking on the "Agree" or "Accept" or similar button when placing a Purchase Order for a VeroGuard (VeroCard) Subscription Service, the person undertaking that action is representing to Supplier that (i) they are authorised to bind Customer, (ii) Customer is agreeing that the terms of this Customer Agreement will govern the relationship of the parties with regard to the subject matter in this Customer Agreement and (iii) Customer is waiving any rights, to the maximum extent permitted by applicable law, to make any claim against Supplier anywhere in the world concerning the enforceability or validity of this Customer Agreement.

If you do not have authority to agree to the terms of this Customer Agreement on behalf of Customer, or do not accept the terms of this Customer Agreement on behalf of Customer, click on the "Cancel" or "Decline" or other similar button at the end of this Customer Agreement.

If Customer does not agree to the terms of this Customer Agreement, you may not use any of the VeroGuard (VeroCard) Subscription Services, including the VeroCard.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions in VeroCard Terms & Conditions

Terms used in this Customer Agreement that are defined in the VeroCard Terms & Conditions have the same meaning when used in this Customer Agreement.

1.2 Other Definitions

In addition to clause 1.1, in this Customer Agreement, unless the contrary intention appears from the context:

Accessible Code means source code that is unprotected and accessible;

Additional VeroGuard (VeroCard) Application Subscription Services has the meaning in clause 4.7(a);

Additional VeroCard Subscription Services has the meaning in clause 3.6(a);

Administration Software means software produced and owned by Supplier that enables Customer to remotely control the administrative rights of VeroCards used by Authorised End Users and any copies made by or on behalf of Customer and all Documentation for the foregoing, and includes any third party software, which may contain Accessible Code or Protected Code licensed by Supplier from a third party and embedded in a VeroCard and all releases and versions of the software;

Administration Software Agreement means the Administration Software Agreement prepared by Supplier for using the Administration Software, as amended from time to time by Supplier and as posted on the Website;

API means application programming interface;

Approved Channel means a distribution channel other than Supplier through which the order to acquire a VeroGuard (VeroCard) Subscription Service was placed;



Approved Channel Website means the website maintained by an Approved Channel for the purposes of selling the VeroGuard (VeroCard) Subscription Services;

Authenticate means verification of the VerolD of an Authorised End User and **Authentication** has a corresponding meaning;

Authorised End User means a person who, or entity that, uses a VeroGuard (VeroCard) Subscription Service, being each of:

- (a) Customer, where it or they are provided with a VeroCard and has or have registered a VerolD; and
- (b) if applicable, each Customer Personnel who, by following the steps set out in this Customer Agreement, has been:
 - (i) provided (by or at the direction of Customer) with a VeroCard; and
 - (ii) is authorised by Customer to:
 - (A) register and has registered, a VerolD; and
 - (B) use the VeroGuard (VeroCard) Subscription Service;

Authorised End User Data includes any information, records or files of an Authorised End User provided to Supplier;

Bureau of ID means the secure server in which the VerolD of each Authorised End User is stored;

Bureau of IoT means the secure server in which the VeroModID of each machine is stored;

Business Day means any day (not being a Saturday or Sunday) on which banks are open for general banking business in Victoria, Australia;

Casual Supply Agreement means either:

- (a) a Supply Agreement formed under clause 7.5; or
- (b) a Supply Agreement for the supply of a VeroGuard (VeroCard) Subscription Service to the Authorised End User where Customer has elected to have the supply for a Casual Term;

Casual Term means the contract term for a new or existing VeroGuard (VeroCard) Subscription Service that is, or moves to be, a Casual Supply Agreement, which is a whole Month on a Month to Month rolling basis until terminated;

Channel Purchase Order has the meaning in clause 6.1(a);

Confidential Information means each Supply Agreement and all Intellectual Property Rights and any other information, documentation, trade secrets, know-how, scientific, technical, device, market, pricing and information relating to the supply of a VeroGuard (VeroCard) Subscription Service and the current or future business interests, methodology or affairs of a Party (or any Related Body Corporate of a Party) that:

- (a) is reasonably regarded as confidential or which is identified as being confidential, but excluding information that is in the public domain otherwise than by breach of obligations owed by the recipient Party or third parties to the disclosing Party; and
- (b) which is disclosed to the recipient Party or third parties by the disclosing Party;

Contract IP means all Intellectual Property Rights and improvements created, discovered or coming into existence for the purposes of, or in connection with, the provision of a VeroGuard (VeroCard) Subscription Service under a Supply Agreement;

Customer Data includes any information provided to Supplier by Customer relating to Customer or the Authorised End User that is not Authorised End User Data;

Customer IP means all Intellectual Property Rights held by Customer at the date of a Supply Agreement or developed by Customer subsequently through activities unrelated to the subject matter of that Supply Agreement;

Customer Personnel means any officer, employee, agent, representative, sub-contractor or consultant of Customer;

Dispute has the meaning in clause 20.1;



Documentation means:

- (a) any documentation and manuals supplied by Supplier to Customer or an Authorised End User from time to time; and
- (b) the then-current generally available written user manuals and online help and guides for the Software provided by Supplier which may include associated media, printed materials, "online" or electronic documentation and Internet-based services;

Embedded Software means object code software deployed onto a VeroCard prior to delivery to an Authorised End User and as updated from time to time and any copies made by or on behalf of an Authorised End User and all Documentation for the foregoing, and includes any third party software, which may contain Accessible Code or Protected Code licensed by Supplier from a third party and embedded in a VeroCard;

Fixed Term means the term for a new VeroGuard (VeroCard) Subscription Service that commences on the first day of the term for that VeroGuard (VeroCard) Subscription Service and continues for a fixed period of 36 Months or any other fixed period of Months that Supplier may set from time to time;

Fixed Term Supply Agreement means a Supply Agreement for the supply of a VeroGuard (VeroCard) Subscription Service to an Authorised End User where Customer has elected to have the supply for a Fixed Term;

Force Majeure Event means any event which:

- (a) is beyond the reasonable control of Supplier;
- (b) is not reasonably foreseeable by Law;
- (c) causes or results in prevention of the performance by Supplier of any of its obligations under a Supply Agreement;
- (d) does not result from the fault or negligence of Supplier;
- (e) which through the exercise of reasonable endeavours cannot be avoided, overcome or remedied by Supplier; and
- (f) includes the following:
 - (i) any act of God, including pandemic, cyclone, earthquake or other natural physical disaster;
 - (ii) fire, flood or ground subsidence;
 - (iii) strike, lockout, labour dispute or other industrial action by workers or employees which is industry-wide and not confined to the manufacturing facilities of Supplier;
 - (iv) an act of a public enemy including terrorism, war or hostilities whether declared or undeclared; or
 - (v) revolution or any other unlawful act against public order or authority;

HSM means a hardware security module;

GST means a goods and services tax imposed by the GST Law;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

GST Law means the GST Act and associated legislation, regulations and laws;

Integration Works means the works (if any) Supplier is required to undertake to connect Customer's IT systems to the VeroGuard Platform to enable the provision of VeroGuard (VeroCard) Subscription Services, as detailed in a Purchase Order;

Intellectual Property Rights means all present and future rights to intellectual property of every kind, including any Improvements, trade marks (whether registered or common law trade marks), licences, branding, business names, domain names, designs, copyright, inventions, discoveries, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data, formulae, any corresponding intellectual property rights at Law and any rights in respect of them;

Law means:

- (a) Commonwealth and Victorian legislation including regulations, by-laws and other subordinate legislation;



- (b) guidelines of the Commonwealth, Victoria and local governments with which Customer is legally required to comply; and
- (c) common law and equity;

Month means a calendar month;

Non-Standard Purchase Order has the meaning in clause 6.1(c);

Patents means PCT patent application with authorised number PCT/AU/2004/001663 with global priority date 26 November 2003, the provisional patent upon which the PCT patent application is based and any international applications and registrations in any part of each of the Territories based on the Patents including any future improvements, enhancements, amendments or variations to them;

Protected Code means any source code that is protected against access by Supplier or a third party and is not accessible under the End User Licence Agreement;

Privacy Policy means the privacy policy published on the Website from time to time;

Purchase Order means any of a Website Purchase Order, a Channel Purchase Order or a Non-Standard Purchase Order;

Recontracted Term means the contract term for a VeroGuard (VeroCard) Subscription Service that is renewed, commencing on the last day of the previous contract term for that VeroGuard (VeroCard) Subscription Service and continuing for a fixed 36 Month period;

Recontracted Term Supply Agreement means a Supply Agreement for a VeroGuard (VeroCard) Subscription Service where Customer has elected to renew the supply for the Recontracted Term;

Related Body Corporate has the meaning given in section 50 of the Corporations Act;

Release means an upgrade of Software (or any part of it) provided for the principal purpose of substantially correcting errors or defects in the Software but which is not a new Version;

Service Desk Ticket means an electronic request lodged by Customer through the Website;

Software means (as applicable):

- (a) the VeroGuard User Software; and
- (b) the Embedded Software,

and all Releases and Versions of any Software;

Special Conditions means the special conditions (if any) set out in a Purchase Order;

Supplier IP means all Intellectual Property Rights in the Technology, the Software, the VeroCards and each VeroGuard (VeroCard) Subscription Service held by Supplier at the date of a Supply Agreement or developed by Supplier subsequently through activities related or unrelated to the subject matter of a Supply Agreement;

Supplier Personnel means Supplier and its Supplier Sub-Contractors and the directors, officers, employees, consultants and agents of each of them, and, where the context requires, includes any one or more of them;

Supplier Remedies means, as the context requires, all or any of the following remedies:

- (a) suspend the provision of a VeroGuard (VeroCard) Subscription Service until any amounts that are due and payable but outstanding beyond agreed payment terms been paid in full;
- (b) charge Customer interest (on a compounding basis) on any overdue amount at the annual rate of 5% above the prevailing base lending rate quote by the Australia and New Zealand Banking Group Limited (ANZ). Such interest will accrue daily from the date payment became overdue until Supplier has received payment of the overdue amount, together with any interest accrued;
- (c) terminate a Supply Agreement immediately without notice; and
- (d) recover from Customer and the Authorised End User any VeroCards supplied by Supplier;
- (e) sue Customer for specific performance of a Supply Agreement; and
- (f) sue Customer for damages for default in addition to or instead of specific performance;

Supplier Sub-Contractor means any person engaged by Supplier to perform all or any part of Supplier's obligations under a Supply Agreement on behalf of Supplier, as permitted under the Supply Agreement;



Supply Agreement means an agreement formed under clause 7.1;

Supply Agreement Commencement Date means, in relation to a Supply Agreement relating to the Purchase Order, the date that the Purchase Order is electronically received by Supplier or the Approved Channel (as applicable);

Supply Agreement End Date means, in relation to a Supply Agreement, the later of:

- (a) subject to clause 7.4(b)(i), if the Supply Agreement is a Fixed Term Supply Agreement or a Recontracted Term Supply Agreement, midnight on the last day of the Supply Agreement Minimum Term; and
- (b) if the Supply Agreement is a Casual Supply Agreement, midnight on the last day of the Casual Supply Agreement as determined under clause 7.5(c);

Supply Agreement Minimum Term means, in relation to a Supply Agreement:

- (a) for a Supply Agreement that is a Fixed Term Supply Agreement or a Recontracted Term Supply Agreement, the Fixed Term; or
- (b) for a Supply Agreement that is a Casual Supply Agreement, the Casual Term;

Supply Agreement Minimum Term Expiry Notification has the meaning in clause 7.4(a);

Supply Agreement Termination Notice has the meaning in clause 7.4(b)(i);

Supply Period means, in relation to a Supply Agreement, the period commencing on the Supply Agreement Commencement Date and ending at midnight on the Supply Agreement End Date;

Tax Invoice has the same meaning as given to it in the GST Act;

Technology means the VeroGuard Platform and all source code, Documentation, specifications, Improvements and test suites thereto; inventions (whether patentable or not), invention disclosures and improvements; proprietary information, know how and technology; copyrightable work(s), including works of authorship, computer programs (whether in source code or executable code form), architecture and Documentation; databases and data compilations and collections (including knowledge databases, technical data, methods, processes, customer lists and customer databases); rights to uniform resource locators, web site addresses and domain names; any similar, corresponding or equivalent rights to any of the foregoing; and all Intellectual Property Rights associated with all of the foregoing, each of which has been developed by Supplier;

VeroCard means a personal device with a PIN pad produced by Supplier and supplied to an Authorised End User under the VeroCard Subscription Service to enable the Authorised End User to access a VeroGuard (VeroCard) Application Subscription Service;

VeroCard Activation means the activation of a VeroCard issued under a Supply Agreement which includes the coupling of the VeroCardID of the VeroCard with the VerolD of the Authorised End User so that the VeroCard is able to securely communicate with the VeroGuard Platform to access and supply the VeroGuard (VeroCard) Subscription Service, and **Activate** and **Activated** have corresponding meanings;

VeroCard Activation Process means the process required to be undertaken by the Authorised End User to complete a VeroCard Activation in the manner described in the process posted on the Website;

VeroCardID means the identity allocated to a VeroCard by Supplier as part of the manufacturing process of the VeroCard and stored in the Bureau of ID;

VeroCard Quantity means, for each Supply Agreement, the quantity of individual VeroCards that Customer intends to Activate, as set out in the Purchase Order;

VeroCard Rate Card means each rate card for a VeroGuard (VeroCard) Subscription Service published by Supplier on the Website, as amended from time to time;

VeroCard RRP means each of the upfront, pre-paid and on-going fee (as applicable) payable by Customer to Supplier (if applicable under clause 13.1) for the provision of a VeroGuard (VeroCard) Subscription Service as set out in the current VeroCard Rate Card for the VeroGuard (VeroCard) Subscription Service;

VeroCard Subscription Service means the supply of a VeroCard pre-loaded with the Verolidentity Service for a Supply Period for use with one or more VeroGuard (VeroCard) Application Subscription Services, specific terms of which are set out in Schedule 1 of the VeroCard Terms & Conditions;



VeroCard Subscription Service Variation has the meaning in clause 3.7(a);

VeroCard Terms & Conditions means these Authorised End User Terms and Conditions for using the VeroGuard (VeroCard) Subscription Services, as updated from time to time as posted on the Website;

VeroGuard Platform means a technology platform that enables online Authentication and encrypted transmissions across open networks (internet or alike) by using HSM to HSM encrypted systems enabling a VeroCard to communicate securely from any point to any point and includes VeroSwitch, Bureau of ID, Bureau of IoT and VeroVault. The VeroGuard Platform can connect to and communicate with the ecosystem of VeroCards independently and jointly;

VeroGuard Platform Software means a platform that enables a system based on high level encryption for communications between an HSM to an HSM with an identity bureau secure hosting that communicates with all internal compartments of the VeroGuard Platform and enables external communications to any other systems or platform and facilitates secure communications, all on an open-network system;

VeroGuard User Software means the Serenity software and any other software released by Supplier during the Supply Agreement Term which is required to be either installed from a supplied accessory or downloaded from the internet by an Authorised End User and installed on each End User Own Device in accordance with the process posted on the Website to enable the Authorised End User to access a VeroGuard (VeroCard) Subscription Service and use their VeroCard and any copies made by or on behalf of the Authorised End User and all Documentation for the foregoing, and includes any third party software, which may contain Accessible Code or Protected Code licensed by Supplier from a third party and embedded in a VeroCard;

VeroGuard (VeroCard) Application means each application offered by Supplier for use with a VeroCard that Supplier can remotely deploy to a VeroCard that is being provided and paid for under a current VeroGuard Subscription Service, including the VeroVault Subscription Service;

VeroGuard (VeroCard) Application Subscription Service means each subscription service for a VeroGuard (VeroCard) Application for a Supply Period that Supplier remotely activates on the VeroCard of an Authorised End User;

VeroGuard (VeroCard) Application Subscription Service Variation has the meaning in clause 4.8(a);

VeroGuard (VeroCard) Subscription Services means each VeroCard Subscription Service and each VeroGuard (VeroCard) Application Subscription Service;

Veroid means a digital record that is stored in the Bureau of ID that is registered by an Authorised End User under the Veroid Registration Process that allows the Authorised End User to digitally authenticate a VeroCard to access approved digital services;

Veroid Registration Process means the process of creating a Veroid that complies with the Bureau of ID requirements that confirms the credentials for identity for the Authorised End User to an identity assurance level required by Customer. A secure enrolment record will be created for that purpose;

Veroidentity Subscription Service means each service provided by Supplier whereby, when active on a VeroCard, an Authorised End User can use their VeroCard to verify their identity when authenticating to VeroGuard enabled systems, specific terms of which are set out in Schedule 2 of the VeroCard Terms & Conditions;

VeroSwitch means a financial switch with all known financial modules built on existing software that is capable of terminal management in the front end and financial back office modules management and has a variety of multi-host connections to financial, governmental and other hosts to enable it to carry high secure level communications, such as banking and other secure communications;

VeroVault means a secure cloud storage, retrieval, sharing and collaboration platform for documents and data. VeroVault seamlessly leverages multiple cloud storage providers by splitting data into encrypted packets and storing them across the cloud service providers integrated onto VeroGuard;

VeroVault Subscription Service means the service provided by Supplier to enable an Authorised End User to access and manage files stored via the VeroVault Platform, specific terms of which are set out in Schedule 3 of the VeroCard Terms & Conditions;

Versions means, in relation to an item of Software, a version of the Software that provides major additional functionality compared with the previous version;



Website means the applicable Supplier website, currently located at www.veroguard.com.au; and **Website Purchase Order** has the meaning in clause 6.1(a).

1.3 Interpretation

In this Customer Agreement and each Supply Agreement, unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words importing the singular include the plural and vice versa;
- (c) a word of any gender includes the corresponding words of each other gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority;
- (e) a reference to a statute includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (f) a reference to the word "including" and similar expressions are not words of limitation;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to a Party to a document includes that Party's successors and permitted assigns;
- (i) a reference to an amount of money is a reference to the amount in the lawful currency of Australia;
- (j) a reference to an obligation includes a liability and a duty and a reference to performance includes observance;
- (k) a reference to a clause or schedule or annexure is a reference to a clause or schedule or annexure to the Supply Agreement;
- (l) where any word or phrase is defined in the Supply Agreement any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (m) if an act must be done on a specified day which is not a Business Day, that act must be done instead on the next Business Day; and
- (n) no rule of construction applies to the disadvantage of a Party merely because that Party was responsible for the preparation of the Supply Agreement or any part of it.

2. COMMUNICATION

- (a) Each Party will appoint and maintain at all times a relationship manager who will be responsible for the day to day management of this Customer Agreement.
- (b) A Party may change its relationship manager, or the contact details for that Party's relationship manager, by giving notice to the other Party.
- (c) The Parties' respective relationship managers will meet from time to time to ensure the appropriate and efficient management of this Customer Agreement.

3. VEROCARD SUBSCRIPTION SERVICES

3.1 How you order a VeroCard Subscription Service

Customer may order a VeroCard Subscription Service at any time by submitting a Purchase Order in accordance with clause 6.

3.2 No supply until Supply Agreement formed

Supplier has no obligation to supply the VeroCard Subscription Service to Customer or any of its Authorised End Users until Customer has executed a Purchase Order relating to the VeroCard Subscription Service under clause 6.1 and a Supply Agreement for that Purchase Order is formed under clause 7.



3.3 Supply of VeroCard Subscription Service

The VeroCard Subscription Service to be supplied to Customer and its Authorised End Users under a Supply Agreement will be the VeroCard Subscription Service described in the Purchase Order provided under clause 6.1, subject to any Special Conditions.

3.4 Terms of supply of VeroCard Subscription Service

The supply by Supplier of a VeroCard Subscription Service to Customer and any of its Authorised End Users under a particular Supply Agreement is subject to:

- (a) the upfront, pre-paid and on-going payments (as applicable) by Customer either:
 - (i) to Supplier of the relevant VeroCard RRP (if clause 13.1(a) applies); or
 - (ii) to the Approved Channel of the relevant hardware supply fees charged by the Approved Channel (if clause 13.1(b) applies); and
- (b) Customer and each Authorised End User individually:
 - (i) successfully completing the VeroCard Activation Process; and
 - (ii) then continuing to comply with the VeroCard Terms & Conditions.

3.5 Supply Period

For each Supply Agreement, Supplier will supply the VeroCard Subscription Service to each of Customer and each of its Authorised End Users for whom supply fees have been paid for the relevant Supply Period.

3.6 Additional VeroCard Subscription Services

- (a) From time to time, Customer may require further VeroCard Subscription Services in addition to the existing VeroCard Subscription Services (**Additional VeroCard Subscription Services**).
- (b) To request Additional VeroCard Subscription Services, Customer must submit a new Purchase Order.
- (c) Where an Additional VeroCard Subscription Service is added, a new Supply Agreement will be created for the Additional VeroCard Subscription Services.

3.7 Variations of VeroCard Subscription Services

- (a) From time to time, Customer may request that Supplier provide, and Supplier may agree to provide, a variation to an existing VeroCard Subscription Service through the addition of a quantity of VeroCards to add to the VeroCard Quantity (**VeroCard Subscription Service Variation**).
- (b) To request a VeroCard Subscription Service Variation, the following process must be followed:
 - (i) Customer must submit a Service Desk Ticket which details the requested VeroCard Subscription Service Variation; and
 - (ii) following receipt of the Service Desk Ticket under clause 3.7(b)(i):
 - (A) Supplier may issue an email authorising the requested VeroCard Subscription Service Variation, in which case:
 - (1) subject to the terms of this agreement, Supplier must provide the requested VeroCard Subscription Service Variation to Customer; and
 - (2) Customer must pay the VeroCard RRP in respect of the requested VeroCard Subscription Service Variation to Supplier in accordance with clause 13.2 (unless otherwise agreed between the Parties); or
 - (B) following receipt of the Service Desk Ticket under clause 3.7(b)(i), Supplier may notify Customer that it is unable to supply all or a part of the requested VeroCard Subscription Service Variation to Customer, in which case:
 - (1) Customer may engage with Supplier and determine what, if any, changes to all or part of the requested VeroCard Subscription



- Service Variation are required to enable Supplier to supply them; and
- (2) to the extent that Supplier agrees to provide any part of the requested Additional VeroCard Subscription Services or VeroCard Subscription Service Variation to Customer:
- (I) subject to the terms of this Agreement, Supplier must provide the agreed part of the VeroCard Subscription Service Variation to Customer; and
 - (II) Customer must pay the VeroCard RRP in respect of the agreed part VeroCard Subscription Service Variation to Supplier in accordance with clause 13.2 (unless otherwise agreed between the Parties).
- (c) Where a VeroCard Subscription Service Variation is agreed, the Supply Agreement for the VeroCard Subscription Services which has been subject to the VeroCard Subscription Service Variation will have the same VeroCard Subscription Service Start Date as the VeroCard Subscription Service Start Date of the varied Supply Agreement.

4. VEROGUARD (VEROCARD) APPLICATION SUBSCRIPTION SERVICES

4.1 Prerequisite for ordering a VeroGuard (VeroCard) Application Subscription Service

Customer may only order a VeroGuard (VeroCard) Application Subscription Service if Customer either:

- (a) orders the VeroGuard (VeroCard) Application Subscription Service at the same time that Customer orders a VeroCard Subscription Service that will be used with the VeroGuard (VeroCard) Application Subscription Service; or
- (b) has previously ordered a VeroCard Subscription Service and continues to pay relevant fees for that VeroCard Subscription Service and will use that VeroCard Subscription Service with the VeroGuard (VeroCard) Application Subscription Service.

4.2 How you order a VeroGuard (VeroCard) Application Subscription Service

Customer may order a VeroGuard (VeroCard) Application Subscription Service at any time by submitting a Purchase Order in accordance with clause 6.

4.3 Available VeroGuard (VeroCard) Application Subscription Services

- (a) The VeroGuard (VeroCard) Application Subscription Services that are available for supply to Customer and its Authorised End Users at any time are listed on the Website.
- (b) Supplier may make additional VeroGuard (VeroCard) Application Subscription Services available for supply to Customer and its Authorised End Users from time to time by updating the list of available VeroGuard (VeroCard) Application Subscription Services on the Website.

4.4 Supply of VeroGuard (VeroCard) Application Subscription Services

The VeroGuard (VeroCard) Application Subscription Services to be provided to a Customer and its Authorised End Users under a Supply Agreement will be the VeroGuard (VeroCard) Application Subscription Services described in the Purchase Order provided under clause 6.1, subject to any Special Conditions.

4.5 Terms of supply of VeroGuard (VeroCard) Application Subscription Services

The provision of by Supplier of a VeroGuard (VeroCard) Application Subscription Service to Customer and any Authorised End Users under a particular Supply Agreement is subject to:

- (a) the upfront, pre-paid and on-going payments (as applicable) by Customer either:
 - (i) to Supplier of the relevant VeroCard RRP; or
 - (ii) to the Approved Channel of the relevant supply fees charged by the Approved Channel; and
- (b) Customer and each Authorised End User individually:
 - (i) successfully completing the VeroCard Activation Process; and



- (ii) then continuing to comply with the terms of use of each of:
 - (A) for each VeroGuard (VeroCard) Application Subscription Service that Customer subscribes to, the relevant VeroGuard (VeroCard) Application Terms & Conditions; and
 - (B) the End User License Agreement.

4.6 Supply Period

For each Supply Agreement, Supplier will supply the VeroGuard (VeroCard) Application Subscription Services to each of Customer and each of its Authorised End Users for whom hardware supply fees have been paid for the relevant Supply Period.

4.7 Additional VeroGuard (VeroCard) Application Subscription Services

- (a) From time to time, Customer may obtain further VeroGuard (VeroCard) Application Subscription Services in addition to the existing VeroGuard (VeroCard) Application Subscription Service (**Additional VeroGuard (VeroCard) Application Subscription Services**); or
- (b) To request an Additional VeroGuard (VeroCard) Application Subscription Service, Customer must submit a new Purchase Order.
- (c) Where an Additional VeroGuard (VeroCard) Application Subscription Service is added, a new Supply Agreement will be created for the Additional VeroGuard (VeroCard) Application Subscription Services.

4.8 Variation of VeroGuard (VeroCard) Application Subscription Services

- (a) From time to time, Customer may request that Supplier provide, and Supplier may agree to provide a variation to an existing VeroGuard (VeroCard) Application Subscription Service through the addition of a quantity of VeroCards to add to the VeroCard Quantity (**VeroGuard (VeroCard) Application Subscription Service Variation**).
- (b) To request a VeroGuard (VeroCard) Application Subscription Service Variation, the following process must be followed:
 - (i) Customer must submit a Service Desk Ticket which details the requested VeroGuard (VeroCard) Application Subscription Service Variation;
 - (ii) following receipt of the Service Desk Ticket under clause 4.8(b)(i):
 - (A) Supplier may issue an email authorising the requested VeroGuard (VeroCard) Application Subscription Service Variation, in which case:
 - (1) subject to the terms of this Agreement, Supplier must provide the requested VeroGuard (VeroCard) Application Subscription Service Variation to Customer; and
 - (2) Customer must pay the relevant VeroCard RRP in respect of the requested VeroGuard (VeroCard) Application Subscription Service Variation to Supplier (unless otherwise agreed between the Parties); or
 - (B) following receipt of the Service Desk Ticket under clause 4.8(b)(i), Supplier may notify Customer that it is unable to supply all or a part of the requested VeroGuard (VeroCard) Application Subscription Service Variation to Customer, in which case:
 - (1) Customer may engage with Supplier and determine what, if any, changes to all or part of the requested VeroGuard (VeroCard) Application Subscription Service Variation are required to enable Supplier to supply them; and
 - (2) to the extent that Supplier agrees to provide any part of the requested VeroGuard (VeroCard) Application Subscription Service Variation to Customer:



- (I) subject to the terms of this Agreement, Supplier must provide the agreed part of the Variation to Customer; and
 - (II) Customer must pay the relevant VeroCard RRP in respect of the agreed part VeroGuard (VeroCard) Application Subscription Service Variation to Supplier (unless otherwise agreed between the Parties).
- (c) Where a VeroGuard (VeroCard) Application Subscription Service Variation is agreed, the Supply Agreement for the VeroGuard (VeroCard) Application Subscription Services which has been subject to the VeroGuard (VeroCard) Application Subscription Service Variation will have the same VeroGuard (VeroCard) Application Subscription Service Start Date as the VeroGuard (VeroCard) Application Subscription Service Start Date of the varied Supply Agreement.

5. CUSTOMER

5.1 Use of a VeroGuard (VeroCard) Subscription Service

VeroGuard (VeroCard) Subscription Services may be supplied to the following:

- (a) Customer; and
- (b) each Authorised End User of Customer (if any) nominated under clause 8.1(b).

5.2 Customer Administrator

Where a Customer is not an individual, Customer must appoint a Customer Administrator for the purpose of the Supply Agreement.

6. PURCHASE ORDERS

6.1 Purchase Orders

Each time Customer requires the provision of VeroGuard (VeroCard) Subscription Services, Customer may either:

- (a) place a Purchase Order with Supplier through the Website (**Website Purchase Order**);
- (b) place a Purchase Order through an Approved Channel (**Channel Purchase Order**); or
- (c) if Customer is a corporate customer looking to acquire VeroGuard (VeroCard) Subscription Services for use in a corporate environment, contact Supplier directly and agree the terms of a Purchase Order (**Non-Standard Purchase Order**).

There are no limits on how many times Customer may place Purchase Orders.

6.2 Content and execution of Purchase Orders

All Purchase Orders must:

- (a) specify:
 - (i) for a VeroCard Subscription Service (if required), the number of individual VeroCard Subscription Services and the VeroCard Quantity required;
 - (ii) for one or more VeroGuard (VeroCard) Application Subscription Services (if required), each particular VeroGuard (VeroCard) Application Subscription Services and the number of that VeroGuard (VeroCard) Application Subscription Service;
 - (iii) which and how many of each of the VeroCard Subscription Services and the VeroGuard (VeroCard) Application Subscription Services are to be provided on a Fixed Term, a Casual Term or a Recontracted Term basis; and
 - (iv) the name and email address of each Authorised End User that Customer nominates in accordance with clause 8.1(b) be provided with:
 - (A) a VeroCard; and or
 - (B) each particular VeroGuard (VeroCard) Subscription Service; and
- (b) be signed and dated by Customer.



6.3 Website Purchase Orders

- (a) All Website Purchase Orders are deemed to have been confirmed by Supplier when submitted through the Website.
- (b) Within 2 Business Days of the placing of a Website Purchase Order, Supplier will provide a written notice by email to Customer confirming:
 - (i) the quantity of each VeroCard Subscription Service and each VeroGuard (VeroCard) Application Subscription Service to be provided; and
 - (ii) the process required to be completed by Customer and any Authorised End User to confirm their identities and complete the VerolD Registration Process.
- (c) A Website Purchase Order may be cancelled, in whole or in part, without further obligation or liability to Customer, at any time within 24 hours of Customer placing the Website Purchase Order by electronically providing Supplier notice of the cancellation.

6.4 Channel Purchase Orders

- (a) All Channel Purchase Orders are deemed to have been confirmed by Supplier when submitted through an Approved Channel.
- (b) Within 2 Business Days of the placing of a Channel Purchase Order, the Approved Channel will provide a written notice by email to Customer confirming:
 - (i) the quantity of each VeroCard Subscription Service and each VeroGuard (VeroCard) Application Subscription Service to be provided;
 - (ii) the process required to be completed by Customer and any Authorised End User to confirm their identities and complete the VerolD Registration Process; and
 - (iii) the date or dates that the VeroCards in the Channel Purchase Order will be available for collection at the Nominated Collection Point(s).
- (c) A Channel Purchase Order may be cancelled, in whole or in part, without further obligation or liability to Customer, at any time within 24 hours of Customer placing the Channel Purchase Order by electronically providing the Approved Channel notice of the cancellation.

6.5 Non-Standard Purchase Order

- (a) All Non-Standard Purchase Orders must be agreed and executed between Supplier and Customer.
- (b) Once a Non-Standard Purchase Order is agreed, Supplier may not commence manufacture of the VeroCards covered by the Non-Standard Purchase Order until the Supply Agreement is created under clause 1.

7. SUPPLY AGREEMENTS

7.1 What constitutes a Supply Agreement

A Supply Agreement for the supply of a VeroGuard (VeroCard) Subscription Service to the Customer and the Authorised End User comprises and incorporates by reference each of the following documents:

- (a) the Purchase Order for the VeroGuard (VeroCard) Subscription Services;
- (b) these VeroCard Terms & Conditions;
- (c) each of the following documents posted on the Website from time to time, each of which is incorporated by reference and reincorporated from time to time as amended or varied:
 - (i) any update or variation of these VeroCard Terms & Conditions; and
 - (ii) if the VeroGuard (VeroCard) Subscription Service is the VeroCard Subscription Service:
 - (A) the End User Licence Agreement and
 - (B) Software Maintenance Agreement; and
- (d) any other document which is incorporated by written agreement between Supplier and Customer.



7.2 Binding nature of a Supply Agreement

A Supply Agreement is a legally binding agreement between Customer and an Authorised End User and:

- (a) where there is a Website Purchase Order or a Non-Standard Purchase Order, Supplier; or
- (b) where there is a Channel Purchase Order, the Approved Channel.

7.3 Term of a Supply Agreement

- (a) A Supply Agreement commences on its Supply Agreement Commencement Date.
- (b) A Supply Agreement has a minimum term equal to:
 - (i) for a Fixed Term Supply Agreement or a Recontracted Term Supply Agreement, the Supply Agreement Minimum Term; or
 - (ii) for a Casual Term Supply Agreement, one Month.
- (c) Subject to these VeroCard Terms & Conditions, each Supply Agreement ends on its Supply Agreement End Date.

7.4 Expiry of a Supply Agreement

- (a) For a Fixed Term Supply Agreement or a Recontracted Term Supply Agreement only, at least 90 days prior to the end of the Supply Agreement Minimum Term, Supplier or the Approved Channel (as applicable) will advise Customer in writing of the approaching expiry of the Supply Agreement Minimum Term (**Supply Agreement Minimum Term Expiry Notification**).
- (b) Following receipt of a Supply Agreement Minimum Term Expiry Notification under clause 7.4(a), no later than 30 days prior to the end of the Supply Agreement Minimum Term, Customer may:
 - (i) advise Supplier or the Approved Channel (as applicable) in writing that the Supply Agreement will terminate at midnight on the last day of the Supply Agreement Minimum Term, in which case the Supply Agreement terminates at that time (**Supply Agreement Termination Notice**);
 - (ii) enter into a new Recontracted Term Supply Agreement to commence immediately following the expiry of the current Supply Agreement on terms to be agreed, in which case Customer must use provide a new Purchase Order no later than 30 days prior to the end of the Supply Agreement Minimum Term; or
 - (iii) do nothing, in which case clause 7.5 applies.

7.5 Casual Supply Agreements

- (a) Where there is:
 - (i) an existing Fixed Term Supply Agreement; or
 - (ii) an existing Recontracted Term Supply Agreement,if, by no later than 30 days prior to the end of the relevant Supply Agreement Minimum Term, Customer does not either:
 - (iii) provide a Supply Agreement Termination Notice under clause 7.4(b)(i); or
 - (iv) execute a Recontracted Term Supply Agreement under clause 7.4(b)(ii),the Fixed Term Supply Agreement or Recontracted Term Supply Agreement automatically converts at one second past midnight on the last day of the Supply Agreement Minimum Term into a Casual Supply Agreement with Casual Term rolling term.
- (b) For the whole or any part of each Month of a Casual Term until a Casual Supply Agreement is terminated under clause 7.5(c), Customer must pay to Supplier or the Approved Channel (as applicable) the relevant monthly fee set out in the Customer Agreement for each VeroGuard (VeroCard) Subscription Service under the Casual Supply Agreement.
- (c) If Customer wishes to terminate a Casual Supply Agreement, a minimum of one Month's notice is required.
- (d) Where a Supply Agreement is a Casual Supply Agreement, Customer will:



- (i) for the Casual Term:
 - (A) if the Casual Supply Agreement arose under clause 7.5(a), ensure that the Authorised End User continues to retain their existing VeroCard that has been Activated; or
 - (B) if the Casual Supply Agreement is a new Casual Supply Agreement, ensure that the Authorised End User receives and Activates a VeroCard in accordance with the terms of these VeroCard Terms & Conditions; and
- (ii) pay each Month the relevant monthly fee set out in the Customer Agreement and any other recurring fees set out in the Customer Agreement that were payable prior to the Casual Supply Agreement ending.

7.6 Customer Data and Authorised End User Data

Supplier may process the Customer Data and the Authorised End User Data in relation to the performance of a Supply Agreement. For more information regarding Supplier's processing of Customer Data and the Authorised End User Data and Customer's rights in relation thereto, please see the Privacy Policy and the Cookie Policy.

7.7 Entire agreement

- (a) A Supply Agreement comprises the entire agreement between Supplier, Customer and the Authorised End User, or the Approved Channel, Customer and the Authorised End User, (as applicable), in relation to the supply of the VeroGuard (VeroCard) Subscription Service specified in the Purchase Order for the Supply Agreement and supersedes all prior representations, proposals and agreements in connection with the subject matter of the Supply Agreement.
- (b) No reliance will be placed by any of the Parties on any representation, promise or other inducement made or given or alleged to be made or given by any one Party to another Party prior to the date of execution of a Supply Agreement.

7.8 Inconsistency

- (a) If there is any conflict or inconsistency between the documents comprising a Supply Agreement, then the documents will rank in order of precedence in accordance with the order in which they are listed in clause 7.1.
- (b) If the Authorised End User discovers any discrepancy, inconsistency or ambiguity within or between the documents comprising a Supply Agreement, the Authorised End User must give Customer and either Supplier or the Approved Channel written notice of it.
- (c) Supplier or the Approved Channel will (upon receiving a notice under clause 7.8(b) or otherwise becoming aware of a discrepancy, inconsistency or ambiguity) direct the Authorised End User as to the interpretation and construction to be followed as set out in clause 7.8(b).

7.9 Amendments to a Supply Agreement

Supplier or the Approved Channel (as applicable) may change the terms of a Supply Agreement (other than the Purchase Order) from time to time upon 30 days prior notice in writing to the Authorised End User.

8. AUTHORISED END USERS

8.1 Nomination of Authorised End Users

- (a) Customer may elect to nominate one or more of its Customer Personnel as the authorised end user of a VeroGuard (VeroCard) Subscription Service by nominating Authorised End Users.
- (b) Customer may from time to time:
 - (i) nominate one or more Customer Personnel as Authorised End Users; and
 - (ii) specify which individual VeroGuard (VeroCard) Subscription Services are to be supplied to each Authorised End User.



8.2 Responsibility for VeroCard RRPs

Customer is solely responsible for the payment of all VeroCard RRPs relating to each VeroGuard (VeroCard) Subscription Service provided by Supplier to Customer and each of the Authorised End Users of Customer.

8.3 Supply of a VeroCard to an Authorised End User

Supplier will only supply VeroGuard (VeroCard) Subscription Services to an Authorised End User of Customer in accordance with the process set out in the VeroCard Terms & Conditions.

9. DELIVERY OF VEROCARDS

9.1 Obligation to deliver

Where:

- (a) Supplier accepts a Purchase Order for a VeroCard Subscription Service under either of clauses 6.3 or 6.5; or
- (b) the Approved Channel accepts a Purchase Order for a VeroCard Subscription Service under clause 6.4,

subject to clauses 9.2 and 9.3, Supplier will deliver the VeroCard Quantity to Customer and each Authorised End User for the VeroCard Subscription Services specified in the Purchase Order in accordance with the procedure set out in the VeroCard Terms & Conditions.

9.2 Delivery times

- (a) Delivery times for VeroCards set out in a confirmation of a Purchase Order for VeroCard Subscription Services that is provided under clauses 6.3(a), 6.4(a) or 6.5(a) are estimates only and Supplier will not be liable for any loss, damage or delay suffered or incurred by Customer, any Authorised End Users of the Customer or their customers arising from early, late or non-delivery of the VeroCards.
- (b) Supplier may make part deliveries of the VeroCard Quantity in any Purchase Order by instalments and each part delivery will constitute a separate supply of the VeroCard Quantity.

9.3 Right to delay delivery

- (a) At any time following receipt of confirmation of a Purchase Order for VeroCard Subscription Services that is provided under clauses 6.3(a), 6.4(a) or 6.5(a), Supplier may provide notice to Customer that there will be a delay in delivering all or a part of the VeroCard Quantity in the Purchase Order if there is an insufficient stock of VeroCards which prevents Supplier being able to fulfil in a reasonable timeframe delivery of all of the VeroCards in that part of the Purchase Order. If there is a shortfall in delivery, Supplier will supply the remaining VeroCards as soon as commercially practicable.
- (b) The failure of Supplier to deliver any VeroCard under a Supply Agreement will not entitle Customer to treat the Supply Agreement as repudiated.
- (c) Supplier will not be liable for any loss or damage whatsoever due to failure by Supplier to deliver the VeroCards (or any of them) promptly or at all.

10. REPLACEMENT OF VEROCARDS – DAMAGE, DEFECTS OR LOSS

If a VeroCard supplied as part of a VeroCard Subscription Service is defective, damaged or lost, the replacement processes set out in the VeroCard Terms & Conditions apply.

11. ADMINISTRATION SOFTWARE

- (a) The supply of a VeroCard Subscription Service to the Customer may require that the Customer first installs the Administration Software on a server controlled by Customer to enable Customer to manage the VeroCards issued to its Authorised End Users.
- (b) Where clause 11(a) applies, the Purchase Order must include an order that Supplier supply the Administration Software to the Customer for the relevant VeroCard RRP set out in the VeroCard RRP Rate Card.



- (c) It is a requirement of the supply of the Administration Software by Supplier that the Customer first review and agree to the terms and conditions of the Administration Software Agreement.

12. INTEGRATION WORKS (IF APPLICABLE)

12.1 Application of clause 11

This clause 11 does not apply where Customer purchases a VeroGuard (VeroCard) Subscription Services through the Website for personal use.

12.2 Identification of Integration Works

If Customer wishes to purchase VeroGuard (VeroCard) Subscription Services for use in a business directly from Supplier, before providing a Non-Standard Purchase Order, Supplier may conduct a review and (if necessary) inspection of Customer's IT infrastructure, and Customer will assist Supplier with that review by providing access to Customer's premises and remote access to Customer's IT infrastructure, to determine what, if any, works are required to be undertaken to enable the VeroGuard Platform to interact with Customer's IT infrastructure to enable the VeroGuard (VeroCard) Subscription Services to be provided (**Integration Works**).

12.3 Program and quote

If a review is undertaken, Supplier will provide Customer with a works program and scope for the undertaking of the Integration Works and a quote of the Integration Works Fee payable for the carrying out of the Integration Works.

12.4 Acceptance

Following receipt of the works program and scope and quote under clause 12.3, if Customer notifies Supplier that it accepts the program and scope and Integration Works Fee quote, the works program and scope and Integration Works Fee quote will be added to the Purchase Order.

12.5 Site readiness assessment

- (a) At commencement of the agreed works program, Supplier will conduct a site readiness assessment to determine if there are any changes to Customer's IT infrastructure following the identification outlined in clause 12.2.
- (b) Following completion of the site readiness assessment under clause 12.5(a), if Customer IT infrastructure has changed so as to affect the works program, Supplier will document the changes and Customer and Supplier will agree to a variation in the works program following process outlined in clause 4.7.

12.6 Variation of or additional Integration Works

If Customer at any time wishes to:

- (a) vary the Integration Works; or
- (b) acquire from Supplier new or additional Integration Works,

Customer must make a written request to Supplier and, once the terms and conditions of the variation or relevant supply have been agreed, Supplier and Customer will execute a variation to the scope of works for the Integration Works.

13. VEROCARD RRP

13.1 Application of clause 13

- (a) Clause 13 only applies if a Purchase Order is for the supply of one or more VeroGuard (VeroCard) Subscription Services and the Purchase Order is a Website Purchase Order or a Non-Standard Purchase Order.
- (b) If a Purchase Order is a Channel Purchase Order, the supply fees payable for the supply of the VeroGuard (VeroCard) Subscription Service are set and charged directly by the Approved Channel and Customer must refer to the terms and conditions of supply provided by the Approved Channel.



13.2 VeroCard RRP

In consideration of Supplier providing VeroGuard (VeroCard) Subscription Services under a Supply Agreement, Customer irrevocably agrees to pay each and all of the VeroCard RRP relating to the VeroGuard (VeroCard) Subscription Services supplied under that Supply Agreement.

13.3 Responsibility for payment of VeroCard RRP

- (a) Customer is solely responsible for payment of all VeroCard RRP relating to a Supply Agreement, irrespective of whether some or all of the supply is to Authorised End Users of Customer.
- (b) An Authorised End User who is not also Customer is not liable to pay any VeroCard RRP unless expressly agreed between Supplier and Customer in writing.

13.4 VeroCard RRP changes

- (a) At least annually and more frequently if Supplier reasonably determines, Supplier may change any VeroCard RRP payable for a VeroGuard (VeroCard) Subscription Service at any time.
- (b) Where Customer has a current Supply Agreement for a VeroGuard (VeroCard) Subscription Service, Supplier will notify Customer by email, or by some other reasonable manner, at least 15 days before a VeroCard RRP change comes into effect.
- (c) Any revised VeroCard RRP notified under clause 13.4(b) will become a VeroCard RRP for the VeroGuard (VeroCard) Subscription Service.
- (d) If Customer does not agree to a VeroCard RRP change notified under clause 13.4(b), Customer must, before the VeroCard RRP change takes effect, cancel and stop using all VeroGuard (VeroCard) Subscription Services by providing notice in writing to Supplier that all Supply Agreements with Customer are terminated with immediate effect, in which case any fees payable on early termination are payable by Customer.
- (e) If notification of cancellation is not received from Customer under clause 13.4(d) before a VeroCard RRP change takes effect, then it is deemed that the VeroCard RRP change is accepted by Customer and the Supply Agreement will be automatically amended to reflect the VeroCard RRP change.

14. INVOICING AND PAYMENT

14.1 Application of clause 14

- (a) Clause 14 only applies if a Purchase Order is a Website Purchase Order or a Non-Standard Purchase Order.
- (b) If a Purchase Order is a Channel Purchase Order, the terms for the invoicing and payments of the supply fees payable for the supply of VeroGuard (VeroCard) Subscription Services are set by the Approved Channel and invoices are sent by, and payments required to be made to, the Approved Channel and Customer must refer to the terms and conditions of supply provided by the Approved Channel.

14.2 Payment terms

When a Customer purchases a VeroGuard (VeroCard) Subscription Service, these payment terms apply to the purchase and Customer expressly agrees to them.

14.3 Payment of VeroCard RRP

- (a) If there is a VeroCard RRP associated with a portion of a VeroGuard (VeroCard) Subscription Service, Customer agrees to pay that VeroCard RRP in the currency specified and at the time or times required.
- (b) Each VeroCard RRP excludes all applicable taxes and currency exchange settlements, unless stated otherwise. Customer is solely responsible for paying such taxes or other charges. Taxes are calculated based on Customer's location at the time its account was registered unless local law requires a different basis for the calculation.
- (c) Supplier may suspend or cancel a VeroGuard (VeroCard) Subscription Service if Supplier does not receive an on-time, full, payment of all VeroCard RRP's then due and payable from



Customer for that VeroGuard (VeroCard) Subscription Service. Suspension or cancellation of a VeroGuard (VeroCard) Subscription Services for non-payment could result in a loss of access to and use of the VeroGuard (VeroCard) Subscription Services provided to Customer.

- (d) Supplier will charge Customer a surcharge for those services when Customer uses a credit card. Please see the Website for the current surcharge applicable to different credit cards.
- (e) Customer's bank might charge Customer additional fees for those services when Customer uses a debit or credit card. Please contact the bank for details.

14.4 Customer billing account

- (a) To pay the VeroCard RRP for a VeroGuard (VeroCard) Subscription Service, Customer will be asked, at the time Customer provides a Purchase Order for that VeroGuard (VeroCard) Subscription Service, to provide a payment method. Customer can access and change its billing information and payment method by contacting Supplier at any time through the Website.
- (b) Customer agrees to permit Supplier to use any updated account information regarding its selected payment method provided by Customer's issuing bank or the applicable payment network. Customer agrees to promptly update its account and other information, including email address and payment method details so Supplier can complete Customer's transactions and contact Customer as needed in connection with its transactions.
- (c) Changes made to Customer's billing account will not affect charges Supplier submits to Customer's billing account before Supplier could reasonably act on Customer's changes to its billing account.

14.5 Payment methods

By providing Supplier with a payment method, Customer:

- (a) represents that they are authorised to use the payment method they provided and that any payment information they provide is true and accurate;
- (b) authorises Supplier to charge Customer for the VeroGuard (VeroCard) Subscription Service or available content using their payment method; and
- (c) authorises Supplier to charge Customer for any paid feature of the VeroGuard (VeroCard) Subscription Services that Customer chooses to sign up for or use while this Customer Agreement is in force.

14.6 Billing

- (a) Supplier may bill Customer for VeroGuard (VeroCard) Subscription Services:
 - (i) in advance;
 - (ii) at the time of purchase;
 - (iii) shortly after purchase; or
 - (iv) on a recurring basis.
- (b) Supplier may charge Customer up to the amount Customer has approved and Supplier will notify Customer in advance of any change in the amount to be charged for recurring VeroGuard (VeroCard) Subscription Services.
- (c) Supplier may bill Customer at the same time for more than one of their prior billing periods for amounts that haven't previously been processed.

14.7 Recurring payments

- (a) If required under a Supply Agreement, Customer agrees that they are authorising recurring payments and payments will be made to Supplier by the method and at the recurring intervals Customer has agreed to until the subscription for that VeroGuard (VeroCard) Subscription Service is terminated by Customer or by Supplier.
- (b) Customer must cancel a VeroGuard (VeroCard) Subscription Service before the expiry of the Supply Agreement Minimum Term (subject to paying any minimum amount required to be paid under the Supply Agreement) or, if the agreement is a Casual Agreement, before the next billing date, to stop being charged VeroCard RRP for the VeroGuard (VeroCard) Subscription



Service. Supplier will provide Customer with instructions on how Customer may cancel the VeroGuard (VeroCard) Subscription Service.

- (c) By authorising recurring payments, Customer is authorising Supplier to process such payments as either electronic debits or fund transfers, or as electronic drafts from Customer's designated account (for Automated Clearing House or similar payments), or as charges to Customer's designated account (for credit card or similar payments) (collectively, **Electronic Payments**).
- (d) Subscription fees are generally charged in advance of the applicable subscription period.
- (e) If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Supplier or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

14.8 Online statement and errors

- (a) Supplier will provide Customer with an online billing statement on the Website, where Customer can view and print the statement. This is the only billing statement that Supplier provides.
- (b) If Supplier makes an error on Customer's bill, Customer must tell Supplier within 90 days after the error first appears on the bill. Supplier will then promptly investigate the charge. If Customer does not tell Supplier within that time, Customer releases Supplier from all liability and claims of loss resulting from the error and Supplier won't be required to correct the error or provide a refund, unless otherwise required by law. If Supplier has identified a billing error, Supplier will correct that error within 90 days. This policy does not affect any statutory rights that may apply.

14.9 Refund policy

- (a) Unless otherwise provided by law or by a particular VeroGuard (VeroCard) Subscription Service offer, all purchases are final and non-refundable.
- (b) If Customer believes that Supplier has charged Customer in error, Customer must contact Supplier within 90 days of such charge. No refunds will be given for any charges more than 90 days old, unless otherwise required by law.
- (c) Supplier reserves the right to issue refunds or credits at its sole discretion. If Supplier issues a refund or credit, Supplier is under no obligation to issue the same or similar refund in the future.
- (d) This refund policy does not affect any statutory rights that may apply.

14.10 Trial-period offers

If Customer is taking part in any trial-period offer, Customer may be required to cancel the trial VeroGuard (VeroCard) Subscription Service(s) within the timeframe communicated to Customer when Customer accepted the offer in order to avoid being charged to continue the VeroGuard (VeroCard) Subscription Service(s) at the end of the trial period.

14.11 Promotional offers

From time to time, Supplier may offer a VeroGuard (VeroCard) Subscription Service for free for a trial period. Supplier reserves the right to charge Customer for that VeroGuard (VeroCard) Subscription Service (at the normal rate) if Supplier determines (in its reasonable discretion) that Customer is abusing the terms of the offer.

14.12 Payments to Customer

- (a) If Supplier owes Customer a payment, then Customer agrees to timely and accurately provide Supplier with any information Supplier needs to get that payment to Customer. Customer is responsible for any taxes and charges Customer may incur as a result of this payment to Customer. Customer must also comply with any other conditions Supplier places on Customer's right to any payment.
- (b) If Customer receives a payment in error, Supplier may reverse or require return of the payment. Customer agrees to cooperate with Supplier in its efforts to do this.



- (c) Supplier may also reduce the payment to Customer without notice to adjust it for any previous overpayment.

14.13 Bank account payment method

- (a) Customer may register an eligible bank account with their VeroGuard (VeroCard) Subscription Service account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries, including direct debit and the Bulk Electronic Clearing System.
- (b) Customer represents and warrants that its registered bank account is held in its name or it is authorised to register and use this bank account as a payment method. By registering or selecting a bank account as Customer's payment method, Customer authorises Supplier (or its agent) to initiate one or more debits for the total amount of Customer's purchase or subscription charge (in accordance with the terms of Customer's VeroGuard (VeroCard) Subscription Service) from Customer's bank account (and, if necessary, initiate one or more credits to Customer's bank account to correct errors, issue a refund or similar purpose), and Customer authorises the financial institution that holds its bank account to deduct such debits or accept such credits. Customer understands that this authorisation will remain in full force and effect until Customer removes the bank account information from their account.
- (c) Laws applicable in Customer's country may also limit Customer's liability for any fraudulent, erroneous or unauthorised transactions from Customer's bank account. By registering or selecting a bank account as Customer's payment method, Customer acknowledges that they have read, understand and agree to this Supply Agreement.

15. SUPPLIER'S LIABILITY

15.1 Supplier liability

- (a) Supplier's entire liability and Customer's exclusive remedies under this agreement will be for Supplier, at its option, to remedy the non-compliance or, if the VeroGuard (VeroCard) Subscription Service is a VeroCard Subscription Service, to replace the affected VeroCards within a reasonable time.
- (b) The foregoing clause does not void any supplementary remedies made available to Customer by a third party with respect to which Supplier will have no liability or obligation.

15.2 Limitation on direct damages

Supplier's total liability and Customer's sole and exclusive remedy for any claim of any type whatsoever, arising out of the VeroGuard (VeroCard) Subscription Services provided by Supplier to Customer and any Authorised End Users of Customer (including any VeroCard) is limited to proven direct damages caused by Supplier's sole negligence in an amount not to exceed:

- (a) \$20,000, for proven damage to real or tangible personal property; and
- (b) an amount equal to the aggregate previous 12 months VeroCard RRP's paid by Customer for all VeroGuard (VeroCard) Subscription Services for damage of any type not identified in clause 15.2(a) or otherwise excluded under the Supply Agreement.

15.3 No indirect damages

Except with respect to claims regarding violation of Supplier's Intellectual Property Rights, neither Customer nor Supplier have liability to the other for any special, consequential, exemplary, incidental or indirect damages (including loss of profits, revenues, data and/or use, even if advised of the possibility thereof).

15.4 Limitation period

Unless otherwise required by applicable Law, the limitation period for claims for damages will be 12 months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

15.5 Continuation of limitations

The foregoing limitations will apply even if any warranty or remedy provided under a Supply Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or



consequential damages, so the above limitations or exclusions may not apply to an Authorised End User.

16. CUSTOMER DEFAULT AND INDEMNITY

16.1 Default of Customer

Without prejudice to any of Supplier's other rights under a Supply Agreement, if Customer:

- (a) breaches any term of that Supply Agreement;
- (b) fails to make any payment due to Supplier under that Supply Agreement or this Customer Agreement or
- (c) causes a Substantial Breach and such breach is not remedied within 10 Business Days or is incapable of being remedied,

then Supplier may, in its absolute discretion and without further liability to Customer, exercise any of Supplier Remedies in relation to that Supply Agreement.

16.2 Indemnity

Subject to clause 15.3, Customer agrees to indemnify Supplier and Supplier's Personnel against any Claims of any nature whatsoever in connection with or arising out of any or all of the following:

- (a) breach by Customer, any Authorised End User of Customer or any of Customer's directors, employees, subcontractors and agents, of any warranties, terms or conditions of a Supply Agreement;
- (b) incorrect application of any of the VeroCards or a VeroGuard (VeroCard) Subscription Service by Customer or any Authorised End User of Customer;
- (c) incorrect information given by Customer any Authorised End User of Customer to anyone relation to any of VeroCards or a VeroGuard (VeroCard) Subscription Service;
- (d) any loss or damage to any VeroCards or VeroGuard (VeroCard) Subscription Service or to property of any person (including Customer's property) or for any injury to, or death, illness or incapacitation of any person, arising from, contributed to or caused by or in relation to Customer's use, maintenance, possession or storage of any VeroCards or VeroGuard (VeroCard) Subscription Service and whether occasioned by Supplier's negligence or otherwise;
- (e) delivery, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of any VeroCards or VeroGuard (VeroCard) Subscription Service, and by whomsoever used or operated (except where used by Supplier or any person on behalf of Supplier);
- (f) any reasonable action taken by Supplier to remedy a default of a Supply Agreement by Customer or Customer's directors, employees, subcontractors and agents and invitees; or
- (g) all costs and legal expenses, stamp duties, debt collector fees and any other expenses, taxes or costs (on a full indemnity basis) reasonably incurred by Supplier in order to recover monies owing by Customer for a VeroGuard (VeroCard) Subscription Service for which payment has not been received.

16.3 Survival

The indemnity in clause 16.1 survives termination of each Supply Agreement by either Supplier or Customer for any reason.

16.4 Enforcement

It is not necessary for Supplier to incur expense or make payment before enforcing a right of indemnity against Customer conferred by a Supply Agreement.

17. PRIVACY

- (a) Customer and each of Customer's Authorised End Users must comply with the Privacy Policy.



- (b) Customer agrees for Supplier to obtain from a credit-reporting agency a credit report containing personal credit information about Customer in relation to credit provided by Supplier.
- (c) Customer agrees that Supplier may exchange information about Customer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - (i) to assess an application by Customer;
 - (ii) to notify other credit providers of a default by Customer;
 - (iii) to exchange information with other credit providers as to the status of this credit account, where Customer is in default with other credit providers; and
 - (iv) to assess the credit worthiness of Customer.
- (d) Customer consents to Supplier being given a consumer credit report to collect overdue payment on commercial credit (section 18K(1)(h) of the *Privacy Act 1988*).
- (e) Customer agrees that personal data provided may be used and retained by Supplier for the following purposes and for other purposes as are agreed between Customer and Supplier or required by Law from time to time:
 - (i) provision of the VeroGuard (VeroCard) Subscription Services;
 - (ii) marketing of the VeroGuard (VeroCard) Subscription Services provided by Supplier, its agents or distributors;
 - (iii) analysing, verifying and or checking Customer's credit, payment and/or status in relation to provision of the VeroGuard (VeroCard) Subscription Services;
 - (iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
 - (v) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in Customer's account in relation to the VeroGuard (VeroCard) Subscription Services.
- (f) Supplier may give information about Customer to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about Customer; and/or
 - (ii) allow the credit reporting agency to create or maintain a credit information file containing information about Customer.

18. AUTHORISED END USER ACCOUNTS

- (a) Customer is solely responsible for:
 - (i) all use of a VeroGuard (VeroCard) Subscription Service by its Authorised End Users;
 - (ii) obtaining consent from each Authorised End User to the collection, use, processing and transfer of the Authorised End User Content; and
 - (iii) providing notices or obtaining consent as legally required in connection with a VeroGuard (VeroCard) Subscription Service.
- (b) Supplier does not send emails asking for Customer or the Authorised End User's PIN, usernames or passwords and, to keep the Authorised End User's accounts secure, the Authorised End User should keep their PIN, all usernames and passwords confidential.
- (c) Supplier is not liable for any loss that Customer or the Authorised End User may incur if a third party uses the Authorised End User's PIN, password or account.
- (d) Supplier may suspend a VeroGuard (VeroCard) Subscription Service or terminate a Supply Agreement if Customer is using the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service relating to the Supply Agreement in a manner that is likely to cause harm to Supplier.



- (e) Customer agrees to notify Supplier immediately and terminate any unauthorised access to or use of the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service or other security breach in accordance with the notification process notified by Supplier to the Authorised End User from time to time.

19. INTELLECTUAL PROPERTY

19.1 Acknowledgment as to Supplier IP

Customer acknowledges that:

- (a) all Supplier IP embodied in or in connection with a VeroGuard (VeroCard) Subscription Service and any related Documentation, parts, VeroCards, the VeroGuard Platform Software or the Software are the sole property of Supplier or its suppliers; and
- (b) all Supplier IP or its suppliers may only be used by Customer and its Authorised End Users with the express written consent of Supplier or its suppliers during the continuance of any relevant sale, and such consent extends only to use essential for the purposes stated in it.

19.2 Restrictions on Customer and Authorised End User

Neither Customer nor any Authorised End User may register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Supplier or its suppliers in connection with the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service.

19.3 Customer to indemnify

Customer will indemnify Supplier against all liabilities, damages, costs and expenses which Supplier may suffer or incur as a result of any infringement by the Authorised End User of clause 19.2 or as a result of the combination or use of the Software, the VeroCards or a VeroGuard (VeroCard) Subscription Service with other equipment, parts or software not supplied by Supplier and which results in the infringement of any Intellectual Property Rights of any person.

19.4 Contract IP

All Contract IP will automatically vest with Supplier and will be the property of Supplier as and when created, and Supplier does not transfer any right, title or interest in the Contract IP to Customer or the Authorised End User.

19.5 Customer IP

If required in order for Supplier to perform its obligations under a Supply Agreement, Customer grants Supplier a transferable, irrevocable and royalty free licence to use the Customer IP.

20. DISPUTE RESOLUTION

20.1 Dispute

In the event of any dispute, question or difference of opinion between Customer and Supplier arising out of or under a Supply Agreement (**Dispute**), a Party may give to the other Party a notice (**Dispute Notice**) specifying the dispute and requiring its resolution under this clause 20.

20.2 Dispute Representatives to seek resolution

- (a) If the Dispute is not resolved within 7 days after a Dispute Notice is given to the other Party, each Party must nominate one representative from its senior management to resolve the Dispute (each, a **Dispute Representative**).
- (b) If the Dispute is not resolved within 30 days of the Dispute being referred to the respective Dispute Representatives, then either Party may commence legal proceedings in an appropriate court to resolve the matter.

20.3 Performance of obligations during Dispute

During the existence of any dispute, the Parties must continue to perform all of their obligations under the Supply Agreement without prejudice to their position in respect of such dispute, unless the Parties otherwise agree.



20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking any urgent interlocutory relief which may be required in relation to the Supply Agreement.

21. GST

21.1 GST

- (a) Unless stated otherwise, all amounts payable under the Supply Agreement are exclusive of GST.
- (b) Supplier will, when making a claim for payment, render a Tax Invoice to Customer to which the particular payment claim refers.
- (c) Notwithstanding any contrary provision in the Supply Agreement, the Recipient is not obliged to make any payment under the Supply Agreement unless Supplier has provided a Tax Invoice in respect of the Taxable Supply attributable to that payment.

21.2 Reimbursements

If any payment to be made to a Party under or in accordance with the Supply Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that Party (in this clause a Reimbursement), then the amount of the payment must be reduced by the amount of any input tax credit to which that Party is entitled for that Reimbursement, such reduction to be effected before any increase in accordance with clause 21.3.

21.3 Adjustment for GST

- (a) If a Supply under or in connection with the Supply Agreement constitutes a Taxable Supply, Supplier may recover from the Recipient an amount on account of GST in addition to any payment or other consideration for the Supply.
- (b) The additional amount is equal to the Value for the Supply multiplied by the prevailing GST Rate.
- (c) The Recipient must pay that additional amount at the same time and in the same manner as the GST exclusive consideration is payable or to be provided for that Supply.

21.4 Definitions

A word or expression used in this clause 21 which is defined in the GST Law has the same meaning in this clause 21.

22. GENERAL

22.1 Force Majeure

If either Supplier or Customer is prevented from or delayed in complying with an obligation (other than to pay money) by a Force Majeure Event, performance by it of that obligation is suspended during the time, but only to the extent that compliance is prevented or delayed.

22.2 Further assurances

Each of Supplier and Customer must do or cause to be done all things necessary to give effect to each Supply Agreement and refrain from doing anything which might hinder performance of each Supply Agreement.

22.3 Relationship of Parties

Supplier is an independent contractor and each Supply Agreement does not:

- (a) constitute a partnership or a joint venture between Supplier and Customer;
- (b) authorise either of Supplier or Customer to assume or create any obligations on behalf of another, except as specifically permitted under the Supply Agreement; or
- (c) constitute a relationship between Customer and Supplier as that of employer and employee.



22.4 Severance

If the whole or any part of a provision of a Supply Agreement is invalid, illegal or unenforceable, then that provision will be severed from the Supply Agreement and will not affect the validity or enforceability of the remaining provisions of the Supply Agreement.

22.5 Waiver

The failure or delay by Supplier or Customer to exercise any of its rights conferred upon that party by a Supply Agreement will not operate as a waiver of its rights and will not prevent that party from subsequently enforcing any right or treating any breach by the other party as a repudiation of the Supply Agreement.

22.6 Successors and assigns

Each Supply Agreement binds and endures to the benefit of the Supplier and Customer and each of their respective successors and permitted assigns.

22.7 Governing law

Each Supply Agreement is governed by and construed according to the laws of Victoria, Australia. Supplier and Customer each submit themselves exclusively to the courts of competent jurisdiction and the courts of appeal in Victoria, Australia.