

General Terms and Conditions

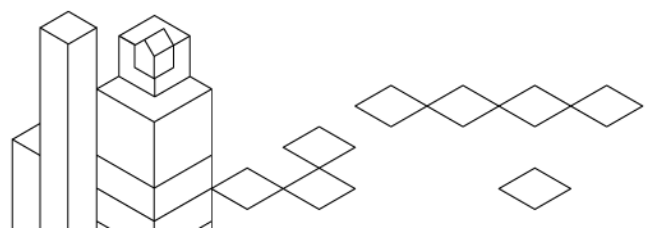
GENERAL TERMS

1 THE AGREEMENT

- 1.1 This Agreement constitutes the whole agreement between the parties about its subject matter, and supersedes and replaces any other agreement, understanding, representation or warranty relating to its terms between the parties.
- 1.2 This Agreement consists of:
 - (a) Contract Details, setting out details of the parties and their respective contacts, execution formalities, and details of the Services to be provided (including the pricing schedule, direct debit authorisations, and details of which Modules will apply);
 - (b) these General Terms and any Modules applicable to the Services;
 - (c) any Policies or other terms that apply to your use of the Software and Services (as may be communicated to you by us from time to time, including by us making those terms available to you in your Account); and
 - (d) any other terms incorporated by Reapit into this Agreement by reference).
- 1.3 The terms listed higher in clause 1.2 prevail to the extent of any inconsistency between the parts of this Agreement.
- 1.4 Each Party must:
 - (a) only act in the way permitted under this Agreement;
 - (b) carry out its obligations under this Agreement in good faith and in accordance with all applicable Laws;
 - (c) not knowingly take (or omit to take) any action that would cause the other Party to breach or be subject under applicable Laws;
 - (d) actively ensure that its representatives understand and comply with the terms of this Agreement;
 - (e) not do anything that will or is likely to damage or diminish the business reputation or brand name of the other Party.
- 1.5 Reapit may make Forms and Notices available through the Software and/or the Services. These Forms and Notices do not form part of this Agreement and you are responsible for all use (by you or on your behalf) of these Forms and Notices, including for ensuring that such use complies with all Laws.
- 1.6 The parties may establish a Steering Committee to oversee delivery of the Services in accordance with this Agreement.

2 OUR OBLIGATIONS TO YOU

- 2.1 Subject to your ongoing compliance with this Agreement, we will provide the Services on the terms and conditions of this Agreement.
- 2.2 Except as otherwise provided in this Agreement, we will make reasonable commercial efforts to maintain the availability of the Services. However, we do not control the internet or any third party systems or processes (including Third Party Services) and, to the maximum extent permitted by Law, we are not liable for any such third party systems or processes (including Third Party Services) or for your use of any of them. From time to time, you may not be able to access all or part of the Software or Services (including the Customer Material). This may happen for any number of reasons at any time.
- 2.3 We may modify the Services from time to time, including by adding or changing features and functionality.
- 2.4 The Services or Software may be integrated with Third Party Services and, at your request, we may (but we are not obliged to) conduct software development work to enable such integration on payment of such Fees (if any) as you and we may agree. If you enable or use any Third Party Services in connection with the Software, you:
 - (a) consent to Reapit disclosing, or giving access to, the Customer Material to the relevant Third Party Service Provider in connection with the interoperation of those Third Party Services with the Software;
 - (b) warrant and represent that you have and will maintain at all relevant times all consents and permissions necessary for us to



take any action contemplated by the integration, including you or Reapit disclosing Customer Material (including Customer Data) to that Third Party Service Provider; and

(c) are responsible for understanding and complying with any terms and conditions in respect of the Third Party Services, or other instructions provided to you by any relevant Third Party Service Provider, and you are solely responsible for any fees or other charges relating to the Third Party Services.

(d) acknowledge that:

- (i) we have no control over the Third Party Services and integration may not be possible as intended or at all; and
- (ii) you are responsible for ensuring the proper completion of any integration work that may be required on or between your own systems and services and those of the Third Party Service Provider.

25 We may from time to time agree to perform development, training and other additional services to be specified in an appropriate statement of work (including as to the scope of such services and any additional Fees), subject to these General Terms.

3 YOUR OBLIGATIONS TO US

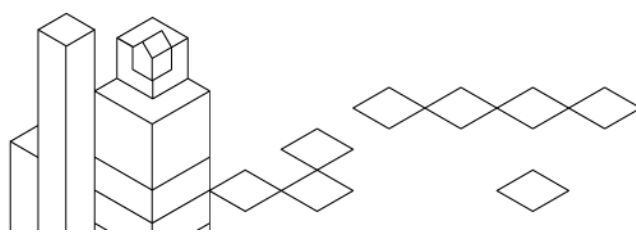
3.1 You must pay us the Fees (including any Minimum Amount Payable) for the Services throughout the Term, via an agreed Method of Payment, in accordance with our invoices.

3.2 You acknowledge and agree that:

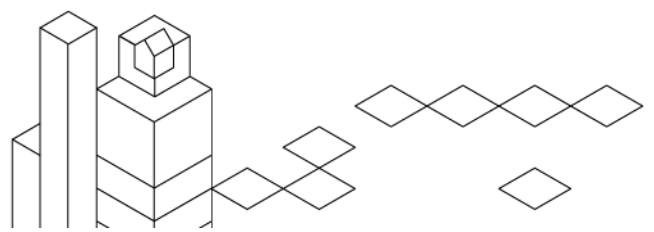
- (a) you are solely responsible for your and your Authorised Users' use of the Services;
- (b) you must do the following as required to allow us to provide the Services:
 - (i) provide us with all necessary data and other information (in a format acceptable to us) including Customer Material;
 - (ii) provide us with all necessary access to your premises, systems and computer networks;
 - (iii) maintain all necessary resources, including adequate hardware, software, networks and peripherals, telecommunications resources and internet access;
 - (iv) follow our reasonable directions, cooperate with us, and provide us with all necessary assistance;
- (c) we may provide you with support and guidance on the operation of the Services. However at no time will we provide (or purport to provide) any legal, financial, commercial, accounting, trust accounting, property management, tax or other advice (including 'general advice' or 'personal advice' as defined in the Corporations Act);
- (d) the Services and the Software are not designed to be (and must not be) used, operated or transferred outside the Territory. Reapit excludes all liability for any Loss suffered or incurred by you or any third party arising from such use, operation or transfer. This clause 3.2(d) is a material term of this Agreement;
- (e) subject to clause 18.2, the Services are provided "as is", and Reapit does not represent or warrant that they will be error free or fit for any particular purpose (even if you have communicated that purpose to Reapit); and
- (f) we (or our nominated representative) may audit your use of the Services (including taking copies of any relevant information, files and documents) at any time during business hours and on reasonable notice, and you must provide all assistance and access that we reasonably request to verify your compliance with this Agreement.

3.3 This clause 3.3 is a material term of this Agreement. You must not, must not attempt to, and must not authorise, permit or facilitate third parties to:

- (a) directly or indirectly:
 - (i) reverse engineer, decompile, decode, disassemble or otherwise attempt to discover the source code, object code, underlying structure, or algorithms of all or any part of the Software;
 - (ii) use scrapers, data mining tools, robots, spiders or other tools (not being part of or included with the Software) to gather or extract data from the Software;
 - (iii) interfere with or disrupt the integrity or performance of the Software, Reapit's systems or any other user's use of the Software (including by any contamination by Malware); or



- (iv) infringe the Reapit IP; or
- (b) use the Software or the Services:
 - (i) beyond what is fair use, as reasonably determined by Reapit in its absolute discretion;
 - (ii) in a way that disrupts, misuses or excessively uses our (or our other clients') hardware, bandwidth access, storage space or other resources;
 - (iii) to use any datamining, scraping, crawling, email harvesting or any other process (not forming part of or included with the Software) to send automated queries in connection with the Services; or
 - (iv) to upload, store or transmit any Malware;
 - (v) for any purpose other than as set out in this Agreement (or as otherwise agreed in writing with Reapit) and for your lawful and internal business purposes;
 - (vi) for any illegal purpose or in a manner that would amount to a breach of any Law (including the Privacy Laws);
 - (vii) to upload, store or transmit any content that may be offensive, defamatory, threatening, unethical or otherwise objectionable, in breach of any Law, or in breach of any third party Intellectual Property Rights, or that you do not have the right to use;
 - (viii) to develop competing products or services (or to permit or facilitate any third party to do so); or
 - (ix) in a manner which might expose Reapit to the risk of any claim, or legal or administrative action (including where there is a risk of inciting hatred, violence or harm to any person or group, or otherwise in any way that is harmful or objectional).
- 34 You must ensure that all Customer Material complies with clauses 3.3(b)(iv) and 3.3(b)(vii). You are responsible for all Customer Material and acknowledge that Reapit will not review or approve any Customer Material (and that Reapit is not responsible for any Customer Material). Reapit may (but is not obliged to) remove any Customer Material or other data that we determine in our sole discretion is in breach of this clause 3.4).
- 35 Where we have agreed to provide any training relating to the Services, you must ensure that your relevant Personnel complete that training at the time, place and in the format reasonably nominated by us. You acknowledge and agree that certain parts of the Software and Services may not be accessible to any of your Personnel who have not completed the relevant training.
- 36 From time to time, you may agree to be involved in testing Beta Software. If this occurs, you understand and agree that:
 - (a) you agree to regularly provide us, on request, with appropriate feedback on the Beta Software;
 - (b) the Beta Software will not have been publicly released and will be provided "as is", and you use the Beta Software at your own risk;
 - (c) we make no representation or warranty that the Beta Software will perform or operate at the level of a commercially available product or service, that it will be error free, of merchantable quality, available at any particular time, or fit for any particular purpose (even if that purpose has been communicated to Reapit);
 - (d) you must comply with the terms of this Agreement in respect of the Beta Software as if it were Software (as defined); and
 - (e) Reapit may withdraw your use of the Beta Software at any time and for any reason.
- 37 Where we provide you with any Trust Accounting Solution (whether as a standalone product, or in combination with any of our other Software or Services):
 - (a) the Trust Accounting Solution relies on your inputs and you are therefore solely responsible for the accuracy, correctness and completeness of all data that is used in the Trust Accounting Solution, including any content or inputs that you or any other person (including Reapit and its Personnel) uploads, posts, transmits or otherwise makes available to or via the Trust Accounting Solution;
 - (b) any failure, delay or inaccuracy by you or your users (including Authorised Users) in providing and verifying those inputs may affect the performance of the Software, reports and other outputs generated by the Trust Accounting Solution and you acknowledge that Reapit is not liable for any Loss (including Consequential Loss) suffered by you, your users (including your Authorised Users) or any third party however caused (including through negligence) arising from any such failures, delays or inaccuracies;



- (c) you warrant and represent, and it is a condition of this Agreement, that you understand and must comply with all Laws in connection with trust accounting (including establishing, maintaining and using a trust account). Reapit is not liable for any Loss (including Consequential Loss) suffered by you, your users (including Authorised Users) or any third party however caused (including negligence) arising from your failure to comply with any Law in connection with trust accounting;
- (d) you must give Reapit at least the following notice in advance of any sale of rent roll related to the Trust Accounting Solution (and you agree to sign all documents and take all steps necessary, including as requested by Reapit, to effect the transfer or closure of your Trust Accounting Solution account):
 - (i) where no notice period is specified in the Contract Details, 30 days' notice;
 - (ii) where a notice period is specified in the Contract Details, the greater of that notice period or 30 days' notice.

38 You agree to provide reasonable feedback from time to time on request in relation to your use of the Services.

4 LICENCE TO THE SOFTWARE AND SERVICES

4.1 Where necessary to allow you to fully enjoy the benefit of this Agreement, we grant you and your Authorised Users a licence to access and use the Software and the Services in the Territory for the Term. This licence is revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free, and conditional on your full compliance with this Agreement.

4.2 This clause 4.2 is a material term of this Agreement. You must not (and must not purport to):

- (a) sublicense the whole or any part of this licence to any third party;
- (b) use or allow the use of the whole or any part of your Account or of the Software or the Services for or on behalf of any third party including by way of a computer or service bureau; or
- (c) allow or enable any third party to use or access the whole or any part of your Account or of the Software or the Services;
- (d) resupply, resell or grant access to the whole or any part of all or any of the Services to any third party;

without our prior written consent.

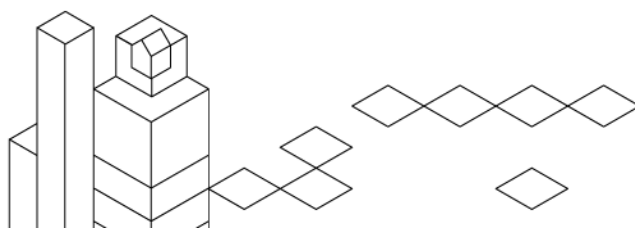
4.3 You must:

- (a) ensure that only Authorised Users use your Account and that they comply with all of your obligations under this Agreement as if these were directly applicable to them;
- (b) allocate and enforce appropriate levels of Account access to each Authorised User, including:
 - (i) not allowing any Access Details to be used by more than one individual Authorised User;
 - (ii) ensuring that all Access Details are kept secure and confidential;
 - (iii) blocking, disabling or changing any Access Details relating to an Authorised User who ceases to be an Authorised User;
 - (iv) notifying us immediately after you become aware that any Access Details have been improperly disclosed, provided or made available to, or otherwise accessed by, any person who is not an Authorised User; and
- (c) remain liable to us for the acts, errors and omissions of all users (including Authorised Users) in connection with this Agreement, as if they were your acts, errors and omissions.

4.4 If you are a Head Office you may request a Head Office Account, which gives you access to certain features and functionality in relation to the Reapit account of any Franchisee or of any agency that is owned, operated or controlled by you as the Head Office. We may provide or withhold a Head Office Account at our sole discretion and subject to conditions such as requiring third party consents. You:

- (a) must comply (and must ensure all relevant third parties comply) with all applicable conditions;
- (b) will remain liable at all times for your and any third party's use of any Head Office Account we provide you with;
- (c) must promptly notify us of any relevant changes, including changes to any Franchisee or agency (including your relationship with that party) covered by that Head Office Account, or to your or any third party's compliance with any applicable conditions.

4.5 If you are a Franchisee, you acknowledge and agree that we may enter into an agreement to provide your Head Office with a Head Office Account as described in clause 4.4 above.



5 SECURITY

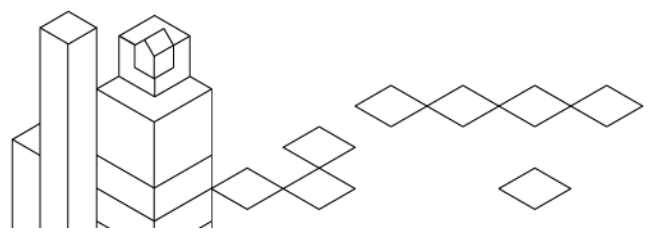
- 5.1 You must comply with all reasonable directions given by Reapit relating to IT security and/or the security and integrity of the Services, including as set out in any relevant Policies.

6 CHANGE REQUESTS

- 6.1 Without limitation to our rights under clauses 2.3 or 11.2, either party may propose reasonable changes to the Services.
- 6.2 All proposed changes:
- (a) must be documented in writing;
 - (b) will be reviewed by the Steering Committee in accordance with its standard procedures (or by Reapit in the absence of a Steering Committee);
 - (c) will be separately costed and scheduled by Reapit, taking into account:
 - (i) agreed delivery timeframes and pricing for the Services;
 - (ii) our planned development roadmap; and
 - (iii) our existing obligations to you and our other customers;
 - (d) will not be prioritised over established deliverables;
 - (e) will be deemed to have been rejected (and will not be implemented) unless and until agreed in writing by each of us and you acting through the Steering Committee (or by notice between us and you in the absence of a Steering Committee).

7 FEES

- 7.1 In respect of any Services supplied to you, we will invoice you for the applicable Fees which will become fully payable (without deduction or set-off) on the Due Date. We may commence invoicing for Fees in respect of each Service from the respective Go Live Date.
- 7.2 Unless we agree otherwise with you, you hereby authorise us to automatically deduct the amount of the Fees (together with any transaction or administration fee or charge) from your debit or credit card or bank account, on or shortly after the Due Date, and you must:
- (a) maintain such debit or credit card or bank account throughout the Term so as to allow for payment of the Fees;
 - (b) sign all documents and take all steps necessary to provide such authority to us; and
 - (c) not cancel or reverse (or allow to be cancelled or reversed) any such payment or document without our prior written approval.
- 7.3 Where we agree to accept payment of the Fees via an alternative method, we may add (and you must pay) any applicable transaction and administration fees or charges.
- 7.4 Regardless of whether there may be a dispute about whether any Fees or other amounts contemplated by this Agreement are payable, you must pay them and must not withhold them pending resolution of the dispute.
- 7.5 If you do not pay any amount due under this Agreement on time (including if any attempt by us to deduct the amount of the Fees from your credit card, debit card or bank account fails for any reason), we may (in our absolute discretion) do any or all of the following:
- (a) (in accordance with clause 11) suspend the Services and your access to the Software (and suspend deliveries of further Services to you) until all outstanding amounts are paid;
 - (b) charge you interest (calculated on a daily basis) on any unpaid amounts at an annual rate equivalent to the Reserve Bank of Australia's official cash rate applying at the time plus 4%;
 - (c) require you to reimburse us for any charge incurred by us in connection with any such delayed, rejected or failed payment;
 - (d) demand immediate payment of all moneys owed to us by you from time to time (and it is a material term of this Agreement that you must comply with that demand); and
 - (e) issue an invoice for (and demand immediate payment in respect of) all Software, Services and Products ordered by you but not provided or delivered (and it is a material term of this Agreement that you must comply with that demand);



(f) refuse to do any or all of the actions set out in clause 10.2(e)(i) or 10.2(e)(ii).

7.6 You may only dispute a Fee or other detail of an invoice within six months of the Due Date, after which time you will be deemed to have accepted the invoice in its entirety.

7.7 Subject to clause 26.9, Reapit may, once per year at a time of our choosing, adjust any Fees or other amounts payable in connection with this Agreement, in line with the Adjustment Rate.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Reapit IP

(a) Reapit and its licensors own the entirety of all rights in the Reapit IP. Nothing in this Agreement transfers to you or otherwise alters any title to or ownership in the Reapit IP.

(b) All Intellectual Property Rights in:

(i) any feedback from you in connection with this Agreement; or

(ii) any improvements to the Reapit IP,

will vest in Reapit on creation and you hereby assign all its interests in any such Intellectual Property Rights to Reapit (including, where applicable, by way of present assignment of future rights) and agree to sign all documents and take all steps necessary to perfect Reapit's ownership of such Intellectual Property Rights.

(c) You must not make any use of any of the Reapit Marks without our prior written consent (which we may grant or withhold at our sole discretion and subject to any conditions we deem necessary). Where we grant consent, you must comply (and must ensure all relevant third parties comply) with all applicable conditions.

(d) If you suspect or become aware of any actual or potential infringement or unauthorised use of the Reapit IP by you, your Authorised Users or any third party then you must immediately:

(i) notify us of the infringement or unauthorised use; and

(ii) at our request, sign all documents and take all steps required by us in connection with the infringement or unauthorised use.

8.2 Customer IP

(a) The Customer owns the entirety of all rights in the Customer IP. Nothing in this Agreement transfers to Reapit or otherwise alters any title to or ownership in the Customer IP.

(b) All Intellectual Property Rights in any improvements to the Customer IP will vest in the Customer on creation and Reapit hereby assigns all its interests in any such Intellectual Property Rights to the Customer (including, where applicable, by way of present assignment of future rights) and agrees to sign all documents and take all steps necessary to perfect the Customer's ownership of such Intellectual Property Rights.

(c) The Customer grants to Reapit an irrevocable, transferable, sublicensable, non-exclusive, royalty-free licence in the Territory for the Term to use the Customer IP in connection with this Agreement.

(d) Without limiting clause 8.2(c), the Customer grants to Reapit a right to use the Customer's branding, trade marks, logos, colours, copyright material, and other look-and-feel to market the Services, and make reference to, the Customer's subscription to Reapit, to provide the Services, and (if agreed by Reapit) to customise all or part of the Software for the Customer.

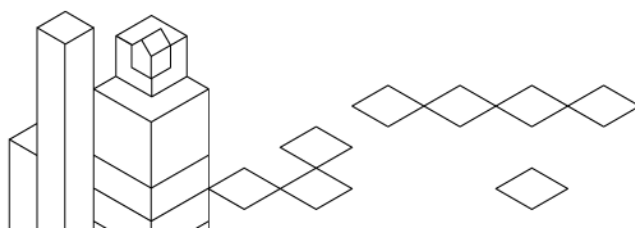
(e) If the Customer provides any Customer Material to Reapit (or if the Customer uploads, uses, or stores any Customer Material in, on, or in connection with the Software), the Customer grants to Reapit an irrevocable, transferable, sublicensable, non-exclusive, royalty-free licence in the Territory to use and commercialise that Customer Material.

(f) The Customer represents and warrants, and it is a condition of this Agreement, that:

(i) the Customer has the right and authority to provide Reapit with the rights described in clauses 8.2(c)-8.2(e);

(ii) use of all or any part of the Customer IP and the Customer Material will not infringe any Intellectual Property Rights or other rights of any third party; and

(iii) the exercise of the rights described in clauses 8.2(c)-8.2(e) will not infringe the Intellectual Property Rights or other



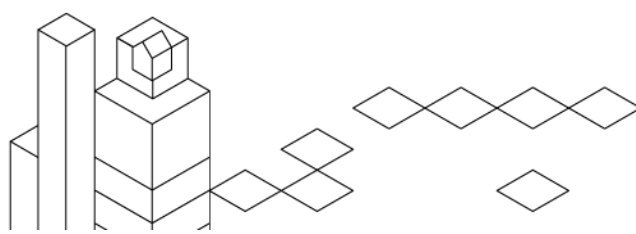
rights of any third party.

9 TERM AND TERMINATION

- 9.1 This Agreement commences on the Commencement Date and continues for the Minimum Period. At the end of the Minimum Period or any subsequent Renewal Period, it will automatically renew for an additional Renewal Period unless terminated in accordance with this Agreement.
- 9.2 Either party may terminate this Agreement at the end of the Minimum Period or the current Renewal Period by giving at least 2 months' notice in writing to the other party that this Agreement is not to renew. For the avoidance of doubt, you acknowledge and agree that you may not terminate this Agreement in respect of any Service prior to the respective Go Live Date.
- 9.3 Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party:
- (a) if the other party is in breach of any material provision of this Agreement (excluding an obligation to pay Fees under clause 7.1) and:
 - (i) the breach cannot be remedied; or
 - (ii) where the breach can be remedied, the other party does not remedy the breach within 20 Business Days of receiving notice in writing from the first party to remedy the breach; or
 - (b) if the other party suffers an Insolvency Event.
- 9.4 In addition to clauses 9.2 and 9.3:
- (a) we may terminate this Agreement immediately at any time by giving notice in writing to you:
 - (i) if you are in breach of any obligation to pay Fees under clause 7.1; or
 - (ii) if we consider in our reasonable opinion that you have breached a term of this Agreement which is expressed to be a material term.
 - (b) you may terminate this Agreement as set out in clauses 11.3 or 26.9(a).

10 CONSEQUENCES OF TERMINATION

- 10.1 On expiry or termination of this Agreement we may invoice you in respect of:
- (a) any Minimum Amount Payable;
 - (b) any Services already supplied;
 - (c) the remainder of any applicable Minimum Period or subsequent Renewal Period;
- to the extent that these have not previously been invoiced to you.
- 10.2 On expiry or termination of this Agreement:
- (a) all unpaid invoices (including any issued in accordance with clause 10.1) will become immediately due and payable;
 - (b) we are under no obligation to refund any Fees previously paid by you;
 - (c) you must immediately cease using the Services (except as otherwise agreed with us); and
 - (d) you must immediately deliver to us (or, at our option, verifiably and permanently delete or destroy) any Reapit Material, Reapit Confidential Information or other property of ours that is in your care, custody or control in connection with this Agreement;
 - (e) provided there are no outstanding Fees due to us, we will do the following at your request and cost (at our then standard rates):
 - (i) make the Customer Material available to you for export or download in reasonable formats for 30 days after termination or expiry; and
 - (ii) provide any agreed services to achieve an orderly, uninterrupted transition to You or a nominated third party of the supply of the relevant Services (subject at all times to our planned development roadmap and our existing obligations to our customers).
- 10.3 Expiry or termination of this Agreement shall not otherwise prejudice the accrued rights of the parties, which shall continue to



apply and bind the parties notwithstanding the expiry or termination of this Agreement, howsoever occurring.

11 REAPIT'S RIGHTS TO SUSPEND OR CANCEL SERVICES

11.1 We may suspend or restrict your access to the Software, and/or the provision of Services to you:

- (a) during the period between us giving you notice of termination and this Agreement terminating;
- (b) if you fail to maintain any or all of the payment arrangements required under clause 7.2;
- (c) if we reasonably determine that your use of the Software or Services is in breach of any part of clause 3.3(a)(iv);
- (d) if we are required to do so by Law or court order, or if providing the Service (whether specifically to you, or generally) becomes illegal or we believe on reasonable grounds that it will become illegal;
- (e) for the duration of a Force Majeure Event; or
- (f) if we reasonably determine that you have breached, or are likely to breach:
 - (i) any Law in connection with this Agreement; or
 - (ii) any of clauses 3.3, 4.2, 5, 6 or 8.1.

11.2 Without limiting clause 11.1, if we decide (or are required) to modify, or remove from the market, all or any part of any or all of the Services, we may do so by giving you reasonable notice in writing and may migrate you to the modified service or software or an alternative service or software (and if requested by us you will provide us with reasonable assistance to do so).

11.3 If, in your reasonable opinion, the features and functionality of the whole or part of the service or software to which we propose you migrate under clause 11.2 are not substantially the same as or better than all or part of the replaced whole or part Services (as applicable), or the migration is otherwise detrimental to you, you may cancel (and cease your access to, and terminate this Agreement in respect of) the relevant whole or part Services (as applicable) by giving us notice to that effect within 20 Business Days of our notice to you under clause 11.2, your notice to take effect on a date to be agreed by both parties (but in any event not less than 20 Business Days later) until which date the Fees will remain payable.

12 TITLE IN GOODS

12.1 Unless otherwise expressly agreed in writing with you, where we supply any Products or other goods to you in connection with this Agreement:

- (a) the provisions of the relevant Module will apply between us;
- (b) except to the extent expressly provided otherwise in the relevant Module, we will remain the legal and beneficial owner of those Products and/or goods and nothing in this Agreement will transfer any ownership, right or title in those Products or goods to you or to any third party.

13 ANALYTICS DATA

13.1 Notwithstanding clauses 3.4, 8.2 or 16, you grant us a licence to collect, use and analyse Customer Material. This licence includes the use of automation and artificial intelligence and includes the creation of Analytics Data.

13.2 You agree that we own all right, title and interest (including Intellectual Property Rights) in the Analytics Data, and we may use and commercialise Analytics Data as we see fit without further recourse to you or any third party, including in connection with your and your End Users' use of the Software.

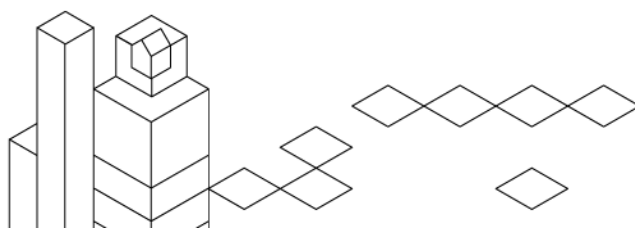
14 PRIVACY

14.1 Regardless of whether it is an entity ordinarily bound by the Privacy Laws, each party must, in connection with this Agreement, comply with all Privacy Laws in relation to Personal Information as if it were an entity ordinarily bound by such Privacy Laws.

14.2 Our Privacy Policy sets out how we collect, use and disclose your Personal Information and any Personal Information which is received or learnt by us from any source as a consequence of or in the course of exercising or performing our rights and obligations under this Agreement.

14.3 Where either party (**Discloser**) discloses any Personal Information to the other party (**Recipient**) in connection with this Agreement:

- (a) the Discloser represents and warrants, and it is a condition of this Agreement, that it has notified or otherwise made the person to whom that Personal Information relates aware of the matters required by APP 5.1 (as set out in the Privacy Act),



and in particular, of the disclosure to and use by Reapit of that Personal Information in connection with this Agreement, including for the purposes set out in our Privacy Policy;

(b) the Recipient must:

- (i) not collect, use, process, disclose, store, transfer or handle the information except in accordance with the Privacy Laws;
- (ii) take all reasonable steps to ensure that the information is protected from misuse, loss, unauthorised access, modification or disclosure;
- (iii) take all reasonable steps to destroy or permanently de-identify the information upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement;
- (iv) only use or disclose the information for a purpose connected with this Agreement or as required by Law.

144 This clause 14.4 is a material term of this Agreement. If any feature of the Software or Services allows you to send, publish or dispatch any Electronic Message (whether or not through the use of templates):

(a) you must not, and must ensure that your Authorised Users and other Personnel do not, use the Software or Service:

- (i) to impersonate any other person or brand without the authority of that person or brand;
- (ii) in any way that suggests or represents (or is likely to do so) that we have created or endorsed in any way any content that you transmit or communicate in any Electronic Message; or
- (iii) to send any Marketing Message to any person except as permitted by the Spam Act, and specifically not unless:
 - (A) the recipient of the Marketing Message has first consented to receiving it; and
 - (B) the Marketing Message includes a simple means by which the recipient can easily opt-out of receiving further Marketing Messages; and
 - (C) the Marketing Message includes a clear identification of its source or originating entity enabling the recipient to determine who sent it;

(b) we will act on solely your instructions in facilitating the sending of that Electronic Message, and you are solely responsible for (and we will have no liability for):

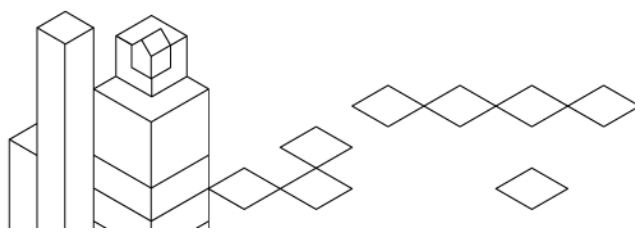
- (i) all such Electronic Messages sent via the Software;
- (ii) ensuring that your use of any such Electronic Messages complies with all applicable Laws (including the Spam Act); and
- (iii) ensuring that all such Electronic Messages are only sent to people who have consented to receive them,
- (iv) complying with all valid opt-out requests;
- (v) configuring your email system appropriately (including following our reasonable direction) to ensure compliance with this Agreement and with all Privacy Laws;
- (vi) implementing and maintaining suitable Malware filters on your system.

(c) we reserve the right to limit or restrict the sending of Electronic Messages using the Software to recipients in certain locations outside the Territory from time to time.

145 Without limiting your other obligations under this clause 14, if we disclose any Personal Information to you (directly or indirectly) in connection with this Agreement, in respect of that Personal Information, you agree to:

- (a) not do anything that would put us in breach of any Privacy Laws;
- (b) provide such assistance to us as we may reasonably request in order to enable us to comply with any Privacy Laws;
- (c) take such steps as are reasonable in the circumstances to protect that Personal Information from misuse, interference and loss, and from unauthorised access, modification or disclosure;
- (d) take such steps as are reasonable in the circumstances to ensure that that Personal Information is accurate, up-to-date, complete and relevant;
- (e) only use the Personal Information for a purpose connected with this Agreement.

146 You must notify us immediately if you become aware of any breach or suspected breach of your obligations under this clause



14, and you must comply with any reasonable direction from us with respect to remedying that breach.

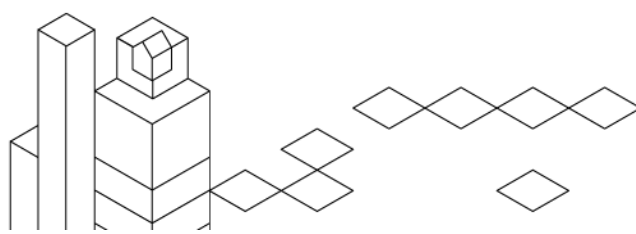
- 14.7 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Information in accordance with this Agreement, it must promptly notify the other party and it must provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 14.8 We will store and process Personal Information in data centres located in Australia (except as provided in clause 14.9 below) using appropriate technological and operational cyber-security measures.
- 14.9 We may subcontract our processing of Personal Information to subcontractors outside the Territory provided we procure that such subcontractors enter into a written contract with us which:
- (a) contains obligations for the protection of Personal Information which are no less onerous than those set out in this Agreement;
 - (b) obliges the subcontractor to only hold the Personal Information for the duration of the task; and
 - (c) obliges the subcontractor to destroy all copies of the Personal Information on request and/or once the task is finalised.
- 14.10 You must provide us within a reasonable time with all reasonable information required by us to enable us to assess or audit your compliance with this clause 14.

15 DATA BREACHES

- 15.1 This clause 15.1 is a material term of this Agreement. If you become aware or have reason to suspect that a Data Breach has occurred or is likely to occur, you must immediately notify us of that Data Breach.
- 15.2 If we become aware or have reason to suspect (either due to a notice issued by you or otherwise) that a Data Breach has occurred, then at our request (and at no additional cost to us) you must:
- (a) immediately disclose to us all information in your possession or control relevant to the Data Breach;
 - (b) cooperate with us in investigating the Data Breach, including to determine if it is likely to result in serious harm to any person;
 - (c) give us (or a third party nominated by us) all information and access to your premises, staff, processes and systems reasonably required by us or the nominated third party (as applicable) for the purposes of investigating the Data Breach; and
 - (d) comply with any directions given by us for the purposes of remedying or mitigating the effects of the Data Breach.
- 15.3 Except as permitted under clause 15.4 or clause 15.5, you must not disclose to any third party (including any government agency) the existence or circumstances surrounding any Data Breach without our prior written approval (not to be unreasonably withheld).
- 15.4 If you consider that you are required by Law to notify a government agency or other third party, you must:
- (a) notify us and explain your reasons for reaching that conclusion;
 - (b) give us a reasonable opportunity to issue a notice in relation to the Data Breach to the government agency or other third party that will discharge any notice obligations to which you are subject; and
 - (c) only issue a notice (which must not in any event identify us unless required by Law to do so) in relation to the Data Breach if we fail to issue a notice under clause 15.4(b) within 5 Business Days of your notice under clause 15.4(a) (or such other period as agreed between the parties).
- 15.5 You may disclose the existence or circumstances surrounding any Data Breach to your professional advisers and/or insurers provided that you do so in confidence and ensure that your professional advisers and/or insurers maintain such confidence and do not make any further disclosures to any third parties.

16 CONFIDENTIALITY

- 16.1 No Recipient may disclose a Discloser's Confidential Information to any other person or entity, or use the Confidential Information for any purpose other than as required for the proper performance of its obligations under this Agreement, except:
- (a) with the Discloser's consent;
 - (b) to the Recipient's professional advisors and Personnel on a need-to-know basis, on the basis that they keep the information



confidential; or

- (c) where the disclosure is required by Law or a rule of an applicable stock exchange, provided that the Recipient:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the Law or rule;
 - (ii) either before disclosing any information or as soon as practicable afterwards, gives written notice to the Discloser; and
 - (iii) takes all available steps to maintain such Confidential Information in confidence.

16.2 This clause 16.2 is a material term of this Agreement. Each Recipient must keep the Discloser's Confidential Information confidential and protected against the risk of loss, damage or unauthorised use or disclosure (including by applying appropriate security and access control measures when handling and storing any such Confidential Information).

16.3 If the Discloser directs, the Recipient must return or destroy all the Discloser's Confidential Information (including all copies, and regardless of format or medium), within 10 Business Days of a request in writing from that other party, except that where Reapit is the Recipient it may retain one copy of any documentation for the purpose only of record keeping, provided this material is kept in accordance with the requirements of clauses 16.1 and 16.2.

17 PUBLIC ANNOUNCEMENTS AND OTHER MARKETING

17.1 Except as required by Law or the requirements of a government agency, all press releases and public announcements relating to the subject matter of this Agreement must be in terms acceptable to Reapit prior to any such releases and announcements being made.

17.2 The Customer agrees to comply (and, where necessary, use its reasonable endeavours to procure compliance) with any reasonable standards and directions given by Reapit (including Reapit's applicable trade mark and marketing guidelines as published from time to time) regarding the advertising, marketing and promotion of the fact that it has subscribed to the Software and Services.

18 WARRANTIES

18.1 Each party represents and warrants to the other party that:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement, to accept the rights and licences granted under this Agreement without the consent of any third party or without breaching any contract or agreement with any third party, and that it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms; and
- (b) it will comply with the Privacy Laws as required by clause 14.1.

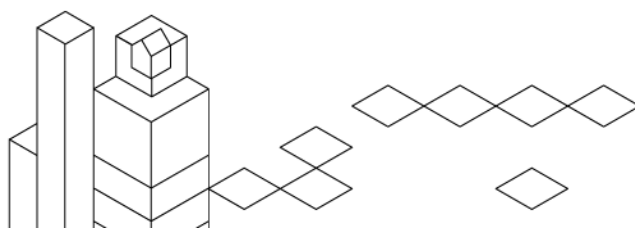
18.2 Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited.

18.3 Reapit warrants that:

- (a) it has the right to provide the licences provided under this Agreement;
- (b) the Software is free from any Malware;
- (c) the Software will perform substantially in accordance with all published and current documentation, and as represented in writing during the purchase process;
- (d) the Services will be provided and performed:
 - (i) in a competent, proper and workmanlike manner in accordance with good industry practice; and
 - (ii) exercising a standard of skill, diligence, knowledge, judgment and care expected of an experienced supplier providing services of a similar nature;
- (e) the supply and use of the Services as anticipated by this Agreement will not infringe any Law or the Intellectual Property Rights of any third party.

18.4 You warrant and represent, and it is a material term of this Agreement that:

- (a) the Customer holds all current licences, certifications and registrations that are required to operate in each jurisdiction in which it operates; and



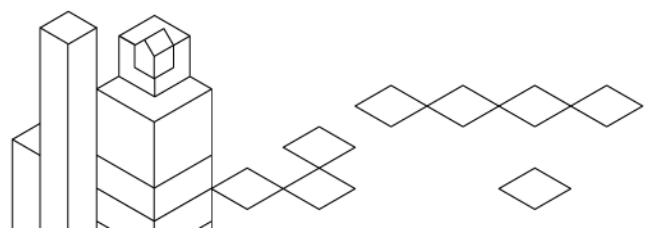
- (b) if you list (directly or indirectly) any properties on the Software as available for lease or sale (as the case may be):
 - (i) those properties are accurately represented and actually available for lease or for sale (as the case may be); and
 - (ii) you have full authority (including from the relevant property owner) to list those properties on the Software as listed and to disclose all relevant Customer Material to us; and
- (c) all Customer Material is true, correct, accurate, up-to-date, compliant with all Laws, and is not misleading, defamatory, in breach of any third party's Intellectual Property Rights, or otherwise objectionable.

19 LIMITATION OF LIABILITY

- 19.1 To the fullest extent permitted by Law, neither party is liable to the other party for any Consequential Loss in connection with this Agreement however caused (including through negligence).
- 19.2 Nothing in this Agreement will exclude or limit either party's liability for:
- (a) death or personal injury caused by the negligence of that party or its representatives;
 - (b) any intentional, criminal or fraudulent act or omission in breach of this Agreement;
 - (c) any other liability which may not be limited or excluded under Law.
- 19.3 Each party warrants that it will at all times maintain, keep updated, and properly implement an appropriate disaster recovery plan in order to minimise any disruption to the provision or receipt of the Services and to mitigate any Loss arising from such disruption.
- 19.4 To the fullest extent permitted by Law and subject to clause 19.5, any liability of Reapit to the Customer for any Loss (including under an indemnity) however caused (including through negligence) in connection with this Agreement is limited in the aggregate to the total Fees actually paid by you:
- (a) in the 12 months preceding the event giving rise to the liability; and
 - (b) in respect of the specific part of the Services in connection with which the liability arose.
- 19.5 If the Consumer Law or any other legislation provides that there is a guarantee in relation to any goods or services supplied by Reapit in connection with this Agreement, and Reapit's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 19.1 and 19.4 do not apply to that liability and instead Reapit's liability for such liability is limited to (at Reapit's election):
- (a) in the case of a supply of goods, Reapit replacing the goods, supplying equivalent goods, repairing the goods, or paying the cost of replacing the goods or supplying equivalent goods or repairing the goods; or
 - (b) in the case of a supply of services, Reapit supplying the services again or paying the cost of supplying the services again.
- 19.6 To the extent that the Services include the provision of document verification service (DVS) directly or indirectly from the Australian Government (**DVS Manager**), You hereby agree that all disclaimers, exclusions, limitations of liability and indemnities that form part of this Agreement enure for the benefit of, and may be directly enforced by, the Australian Government (represented by and acting through the Attorney-General's Department) and you hereby repeat (and agree to be bound by) all such disclaimers, exclusions, limitations of liability and indemnities in favour of the DVS Manager.

20 INDEMNITY

- 20.1 Each party must use reasonable efforts to mitigate any Loss for which it is indemnified under this Agreement (or in respect of which the other party is otherwise liable to it) including any Loss that it suffers or incurs under or in connection with this Agreement or as a consequence of a breach of this Agreement by the other party or as a consequence of any other event.
- 20.2 Each party, as the Indemnifying Party, indemnifies the other party and its Personnel (together as the Indemnified Party) against any Loss (however caused, including through negligence, except in each case to the extent such Loss was caused or contributed to by the act, omission, negligence or default of the Indemnified Party or its Personnel) which the Indemnified Party suffers or incurs in connection with:
- (a) the Indemnifying Party's breach of:
 - (i) a material term or a warranty of this Agreement;
 - (ii) the Privacy Laws in connection with this Agreement; or



(iii) any of clauses 14 (Privacy), 15 (Data Breaches), and 16 (Confidentiality); or

(b) where Reapit is the Indemnified Party:

- (i) any claim made against us for actual or alleged infringement of any third party's Intellectual Property Rights in connection with our use of the Customer IP or Customer Material in accordance with this Agreement; or
- (ii) your use (including use by your Authorised Users) of the Software or Services outside of the Territory;
- (iii) your use of any Third Party Services in connection with the Services;
- (iv) your use of the Reapit IP in connection with this Agreement otherwise than as permitted in this Agreement; or
- (v) your use of, and any changes that you (or your Authorised Users) make (including if we make them on your behalf) to, any Electronic Message or any Forms and Notices; or

(c) where the Customer is the Indemnified Party:

- (i) any claim made against you for actual or alleged infringement of any third party's Intellectual Property Rights in connection with your use of the Reapit IP in accordance with this Agreement; or
- (ii) our infringement of the Customer IP in connection with this Agreement;

except in each case to the extent such Loss was caused or contributed to by the Indemnified Party.

203 You additionally indemnify us and will keep us indemnified against any Loss we suffer or incur as a result of or in connection with any breach of:

- (a) any use of any Head Office Account by you, any Franchisee, and/or or any agency that is owned, operated or controlled by you as the Head Office;
- (b) any breach of clauses 3.2(d), 4.2 or 7.2(c);
- (c) any breach of any Laws (including the Privacy Laws) including arising from any integration with a Third Party Service, including in respect of any Customer Material (including Customer Data) disclosed to the Third Party Service Provider;
- (d) except in each case to the extent such Loss was caused or contributed to by the act, omission, negligence or default of us or our Personnel.

21 DISPUTE RESOLUTION

21.1 Each party agrees to use its best endeavours to resolve in good faith any dispute between the parties in connection with this Agreement (**Dispute**). Each party must follow the procedures in this clause 21 before starting mediation, arbitration or court proceedings in respect of the Dispute (except where seeking urgent injunctive or declaratory relief).

21.2 If a Dispute arises between the parties that cannot be resolved promptly via day-to-day operational channels, either party may give notice to the other party setting out in reasonable detail the disputed matters. Each party must nominate a senior executive to meet within 10 Business Days of the notice (or other agreed period) to try to resolve the Dispute within a further 20 Business Days (or other agreed period).

21.3 If the Dispute remains unresolved after such meeting, the parties agree to refer the Dispute to mediation in Brisbane, Queensland administered by a mediator recommended and accredited by Resolution Institute (ACN 008 651 232) (or its successor) in accordance with its professional mediation rules.

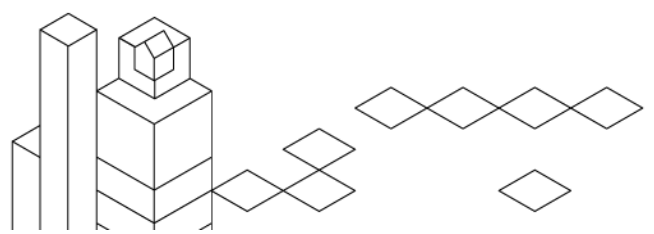
21.4 If the Dispute remains unresolved after such mediation, each party may take such further action to resolve the Dispute as it deems appropriate.

22 NOTICES

22.1 Any notice to be given under this Agreement must be in writing, in English, and delivered or sent to the addressee's address as specified in the Contract Details (or as otherwise notified in writing from time to time).

22.2 Subject to clause 22.3, a notice is deemed to be received:

- (a) if delivered by hand, on the date it is delivered to the addressee;
- (b) if mailed from within either Australia or New Zealand to an addressee in the same country, on the date that is 3 Business Days after the date of dispatch;



- (c) if mailed otherwise than as set out in clause 22.2(b), on the date that is 10 Business Days after the date of dispatch; or
- (d) if sent by email, on the date it is sent (unless the sender receives an automated message that the email has not been delivered).

22.3 A notice actually received after 5pm (addressee's time) is deemed to be received on the next Business Day.

23 FORCE MAJEURE

23.1 We will not be in breach of this Agreement and will not be liable for any failure or delay in the performance of our obligations to the extent that such failure or delay is caused (directly or indirectly) by a Force Majeure Event or by your acts or omissions, and the performance of our obligations will be suspended for the duration of any Force Majeure Event.

24 GST

24.1 Unless otherwise stated in this Agreement, all amounts payable by one party to another party are expressed exclusive of any applicable GST.

24.2 Any terms used in this clause 24 that are not otherwise defined in this Agreement have the meanings given to them in the GST Law.

24.3 If GST is imposed or payable on any supply made by a party under this Agreement, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.

24.4 Except as otherwise set out in clause 6 (Fees), a party's right to payment is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

24.5 If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

25 TRUSTEE PROVISIONS

25.1 If a party to this Agreement is a trustee of a trust, that trustee is liable under this Agreement in its personal capacity and in its capacity as trustee of the trust and confirms that:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this Agreement on behalf of the trust and that this Agreement is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries of the trust's assets.

26 GENERAL

26.1 **Relationship of parties** Except as expressly provided otherwise in this Agreement nothing in this Agreement is intended to, or does, constitute a fiduciary relationship, employment relationship or an agency, joint venture, partnership or trust, and neither party has authority to bind the other party.

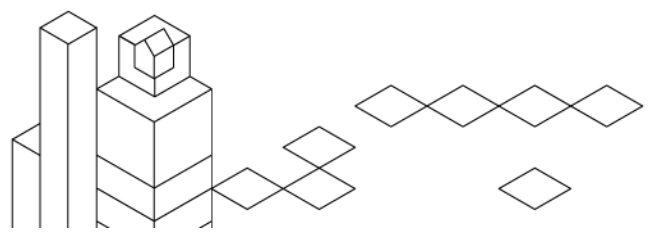
26.2 **Time not of the essence** Timings and timeframes that we notify to you in relation to this Agreement are estimates only and are not binding on us. Time will not be of the essence unless we agree otherwise in writing.

26.3 **Consents and approvals** Except as expressly provided otherwise in this Agreement, a party may conditionally or unconditionally in its absolute discretion give or withhold any consent or approval under this Agreement.

26.4 **Representations and warranties** All representations made and warranties given in this Agreement are deemed to be repeated each day during the Term with respect to the facts and circumstances then subsisting.

26.5 Assignment, novation and other dealings

- (a) The Customer must not sublicense, assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Reapit. Any purported sublicense, assignment or novation of



this Agreement by the Customer without Reapit's prior written consent will be deemed to be a breach of this Agreement that is not capable of remedy.

- (b) Reapit may assign this Agreement at any time (with or without notice to the Customer) and the Customer agrees to do all things reasonably necessary to effect such assignment.

26.6 **Subcontractors**

- (a) The Customer may not subcontract the performance of its obligations under this Agreement or allow a subcontractor to further subcontract its obligations without Reapit's prior written approval. The Customer will remain liable to Reapit for the acts and omissions of any subcontractors (permitted or otherwise), and of the subcontractor's employees and agents, as if they were those of the Customer.
- (b) Reapit may subcontract the performance of its obligations under this Agreement (including under clause 14.9). Reapit will remain liable to the Customer for the acts and omissions of its subcontractors, and of its subcontractors' employees and agents, as if they were those of Reapit.

26.7 **Further assurances** Except as expressly provided otherwise in this Agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this Agreement and the matters contemplated by it.

26.8 **Cumulative rights** Except as expressly provided otherwise in this Agreement, the rights of a party under this Agreement are in addition to, and do not exclude or limit, any other rights or remedies provided by Law.

26.9 **Variation**

- (a) Reapit may make non-material updates to any term of this Agreement at its discretion by giving you no less than 20 Business Days' written notice (the **Variation Notice Period**). If this Agreement is a Consumer Contract, you may refuse to accept such update by giving us written notice to that effect at any time within the Variation Notice Period, in which case the update will not apply and this Agreement will terminate 20 Business Days after the date of your notice to us, until which date the Fees will remain payable. If you do not give any such notice within the Variation Notice Period (or if this Agreement is not a Consumer Contract) the update will become effective at the end of the Variation Notice Period.
- (b) Except as provided in clause 26.9(a) or as otherwise expressly permitted in this Agreement, no variation of this Agreement will be effective unless made in writing and signed by each party.

26.10 **Waiver** No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy, or a failure to exercise or delay in exercising a right or remedy, under this Agreement does not prevent a further exercise of that or of any other right or remedy.

26.11 **Costs** Each party must bear its own costs and expenses in relation to preparing, negotiating and executing this Agreement.

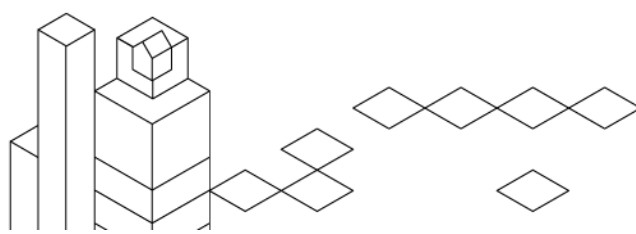
26.12 **Severability** Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

26.13 **Entire Agreement** The Customer acknowledges that no representations and warranties about the subject matter of this Agreement have been made by or on behalf of the Reapit except as expressly set out in this Agreement and that it has not relied on any representations or warranties about the subject matter of this Agreement given by or on behalf of Reapit except as expressly provided in this Agreement.

26.14 **Governing law and jurisdiction** This Agreement is governed by the Laws of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

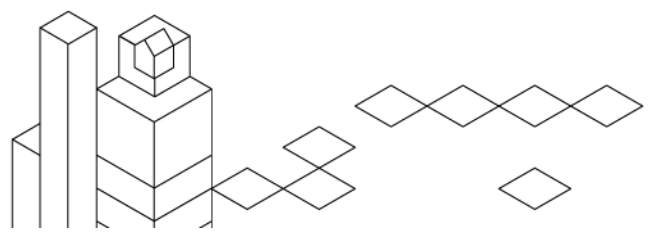
26.15 **Survival and merger** No term of this Agreement merges on completion of any transaction contemplated by this Agreement. Clauses 4.2 (Licence to the Software), 6 (Fees), 8 (Intellectual Property Rights), 10 (On termination), 12 (Title in Goods), 13 (Storage and Retention of Customer Data), 13 (Analytics Data), 14 (Privacy), 15 (Data Breaches), 16 (Confidentiality), 17 (Public announcements and other marketing), 19 (Limitation of Liability), 20 (Indemnity), 21 (Dispute Resolution), 22 (Notices), 24 (GST), 25 (Trustee Provisions) and 26 (General) survive termination or expiry of this Agreement together with any other term which by its nature is intended to do so.

26.16 **Counterparts and electronic execution** This Agreement may be executed in counterparts and signatures of a party may be on different counterparts. Each party warrants that before signing this Agreement it consented to the parties signing electronically and exchanging this Agreement by either or both parties giving to the other, by email or other form of electronic transmission,



a copy of this Agreement.

26.17 **Agreement binding** This Agreement will be binding on and enure to the benefit of the parties and their respective personal representatives, successors and permitted assignees, and references to any party will include that party's personal representatives, successors and permitted assignees.

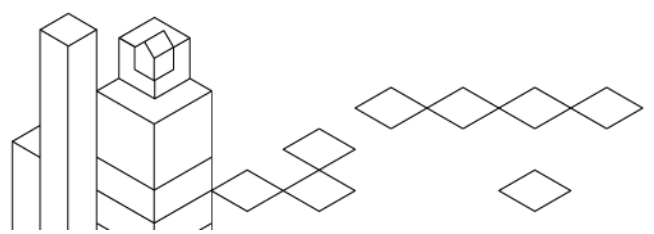


DICTIONARY

27 DEFINITIONS

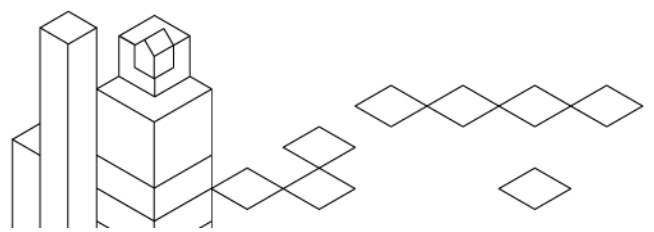
27.1 In this Agreement these definitions apply:

Access Details	means, in respect of each Authorised User, a single set of login and password (which may change from time to time) to access and use the Software, Services and/or Products.
Account	means the electronic account used by the Customer (and its Authorised Users) in connection with any Software, Services and/or Products we provide to you under this Agreement.
Adjustment Rate	means the applicable Consumer Price Index (averaged over the 12 months preceding the date of the proposed increase) plus a minimum of 2 percentage points, or such other rate as we may agree with you.
Agreement	means this agreement as specified in clause 1.
Analytics Data	means de-identified and aggregated data relating to: <ul style="list-style-type: none">(a) your, your users' (including Authorised Users) and your actual and prospective End Users' (and other customers' and clients') use of the Software and Services;(b) the Customer Data (including any Personal Information, subject to the Privacy Act);(c) any other Customer Material;(d) any property information and data associated with your use of the Software and Services; and(e) your interactions with us and any other third party integrated with us.
Authorised User	means an individual authorised or permitted by you to use the Software and Services in accordance with this Agreement.
Beta Software	means new or proposed software (other than Software) or other functionality supplied by Reapit to the Customer as agreed between the parties from time to time in accordance with this Agreement.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Brisbane, Australia.
Commencement Date	means the date of signature of the last party to sign this Agreement.
Confidential Information	<p>means the terms of this Agreement and all information relating to the Software and the Services and, in relation to a Discloser, any other information disclosed by or on behalf of the Discloser to a Recipient concerning or relating to:</p> <ul style="list-style-type: none">(a) its know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;(b) its source and object code, proprietary software tools, business processes, project management methodologies and tools, software testing and verification methods, solution architecture models and solutions;(c) its business affairs (including products, roadmaps, market opportunities, services, customers and suppliers); and(d) other information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential, <p>but excluding any information which is:</p> <ul style="list-style-type: none">(e) publicly known;

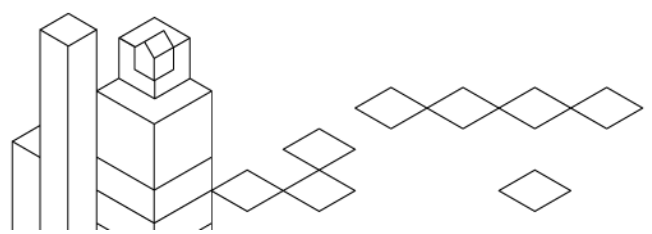


- (f) already known to the Recipient, free from any obligation of confidentiality, prior to disclosure by the Discloser;
- (g) disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
- (h) developed independently by the other party without reliance on any of the confidential information.

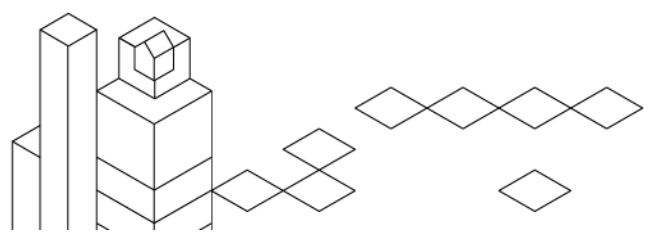
Consequential Loss	includes any loss of revenue, loss of profit, loss or corruption of data, loss of bargain, loss of actual or anticipated savings or business, loss of value of equipment, loss of opportunities (including opportunities to enter arrangements with third parties), and any other form of consequential, incidental, exemplary, punitive, special or indirect loss, but in the case of Reapit expressly excludes loss of contract, loss of actual or anticipated business and loss of opportunities in connection with or with respect to any future or prospective clients.
Consumer	has the meaning given in the Consumer Law.
Consumer Contract	means any contract to which the Consumer Law applies.
Consumer Law	means: <ul style="list-style-type: none"> (a) in Australia: Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth); or (b) in New Zealand: the <i>Consumer Guarantees Act 1993</i> (NZ).
Consumer Price Index	means: <ul style="list-style-type: none"> (a) in Australia, the All Groups Consumer Price Index (weighted average for all capital cities) published from time to time by the Australian Bureau of Statistics (or any similar index that replaces it); or (b) in New Zealand, the Consumers Price Index published from time to time by Stats NZ Tauranga Aotearoa (or any similar index that replaces it).
Contract Details	means the document entitled "Contract Details" agreed between you and us and forming part of this Agreement.
Corporations Act	means: <ul style="list-style-type: none"> (a) in Australia: the Corporations Act 2001 (Cth); or (b) in New Zealand: the Companies Act 1993 (NZ).
Customer Data	means any Personal Information (including relating to End Users and other third parties) included in the Customer Material.
Customer IP	means all Intellectual Property Rights of the Customer including in any Customer Material.
Customer Material	means any material that is provided to Reapit, or otherwise uploaded or inputted into the Software (whether directly or indirectly, and whether by the Customer itself, by a user of the Account (including Authorised Users), or by any other person acting on the Customer's behalf or instruction, or through automation or integration with Third Party Services) and includes Customer Data, property information, text descriptions of property, photos, images, videos, audio files, graphics, floor plans, notes, valuations, prices and any other information relating to properties listed and/or managed by the Customer, and any other documents, reports, plans, drawings, tables or any other data stored by any means.
Customer, you,	means the customer specified in the Contract Details, and includes your Authorised Users and any other



your	person acting on your behalf.
Data Breach	means any actual or likely: <ul style="list-style-type: none">(a) unauthorised access to, unauthorised modification of, or unauthorised disclosure of, any Customer Data;(b) misuse of, interference with, or loss of, any Customer Data; or(c) other breach of your obligations in relation to the Customer Data.
Discloser	means any party to this Agreement which from time to time provides or discloses its Confidential Information to a Recipient.
Dispute	means a dispute between the parties as further specified in clause 20.
Due Date	means, in respect of any invoice, the due date specified on that invoice.
Electronic Message	means any message that may be sent by digital means and includes SMS, email, MMS, and instant message.
End User	means any individual using any Software, Services and/or the Customer's services for purposes relating to any actual or prospective ownership, sale, purchase, letting and/or renting of a property in the Territory (including any marketing of, searching for, applying for, settlement in respect of, and/or occupation of, any relevant property).
Fees	means the pricing and fees set out in the Contract Details as updated from time to time, and include: <ul style="list-style-type: none">(a) any additional fees described in this Agreement;(b) any fees for additional work not included in the standard fees that may be agreed between the parties in connection with this Agreement; and(c) merchant fees, payable when the Customer pays any amount under this Agreement by debit or credit card.
Force Majeure Event	means any occurrence or omission outside a party's reasonable control and includes: natural disaster (such as flood, drought, fire, lightning or earthquake), industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government agency, a failure of a supplier or public utility or common carrier, computer disruption due to a virus or other disabling code, any act of war (declared or not) or terrorism, the mobilisation of armed forces or other state of armed hostilities, civil commotion or riot, any national emergency (declared or not), epidemic or pandemic or quarantine restriction.
Forms and Notices	means any forms and notices (including application forms, breach notices, or notices of entry) made available by Reapit through the Software.
Franchisee	means each real estate office owned and operated by an independent operator which conducts business as a franchisee under the Customer brand (or under another brand that is at least 50% ultimately owned by the Customer).
Go Live Date	means, in respect of each Service: <ul style="list-style-type: none">(a) where we have previously supplied that Service to you, the day after this Agreement is signed by you; or(b) where we have not previously supplied that Service to you, the earlier of: provision of login details by us to you in respect of that Service, or 45 days after this Agreement is signed by you.
GST	has the meaning given in the GST Law.

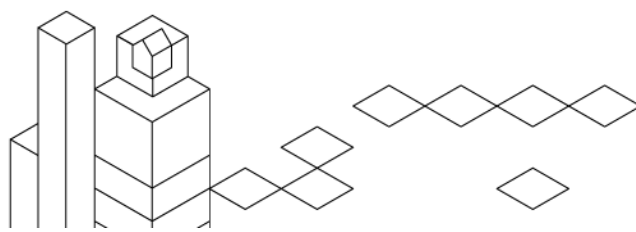


GST Law	means: <ul style="list-style-type: none"> (a) in Australia: the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); or (b) in New Zealand: the <i>Goods and Services Tax Act 1985</i> (NZ).
Head Office	means a Customer that owns, operates or controls a group, network, franchise or brand of agency offices in the real estate sector in the Territory.
Head Office Account	means an Account used by a Head Office.
Indemnified Party	means a party (and its Personnel) which receives an indemnity from the other Party under clause 20.
Indemnifying Party	means a party which grants an indemnity to the other party (and its Personnel) under clause 20.
Insolvency Event	means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of an administrator, a receiver or receiver and manager in respect of that party, an application to a court or an order for the winding up of the party, or the occurrence of anything analogous or having a substantially similar effect under the Laws of any jurisdiction, or a person otherwise becoming insolvent or unable to pay its debts as and when they fall due.
Intellectual Property Rights	means all industrial and intellectual property rights, in Australia or New Zealand or anywhere else in the world, and includes any copyrights, patents, registered or unregistered trade marks, registered or unregistered designs, trade secrets, rights in knowhow, rights in confidential information, rights in passing off or goodwill (including in trade or business or company names, or domain names) and all similar or related rights, and any application for or right of registration of such rights.
Law	means any applicable constitutional provision, treaty, decree, convention, statute, regulation, by-law, ordinance, policy, judgment, or subordinate legislation in force from time to time anywhere in the world (and as updated, amended, consolidated or replaced from time to time) and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.
Loss	means all liabilities, claims, expenses, losses, damages and costs (including legal costs) and expenses, however arising.
Malware	means any malicious or disabling code such as such as viruses, worms, trojans, logic bombs or code containing any latent defect or error.
Marketing Message	means an Electronic Message that is designed to promote the sale of or demand for goods, services, land, an interest in land, or a business or investment opportunity.
Method of Payment	means a method of payment specified in the Contract Details.
Minimum Amount Payable	means any minimum amount payable specified in the Contract Details, whether forming part of the Fees or otherwise.
Minimum Period	means the minimum period specified in the Contract Details.
Personal Information	has the meaning given in the Privacy Act.
Personnel	means a party's directors, officers, employees, agents, contractors and consultants (but, for the avoidance



of doubt, excludes the other party).

Policy	means any applicable policy published by Reapit, as updated from time to time, including Reapit's privacy policy and IT security policy.
Privacy Act	means: <ul style="list-style-type: none">(a) in Australia: the Privacy Act 1988 (Cth); or(b) in New Zealand: the Privacy Act 2020 (NZ).
Privacy Laws	means the Privacy Act, the Spam Act, the <i>Do Not Call Register Act 2006</i> (Cth) and any other applicable Laws relating to the handling of Personal Information.
Privacy Policy	means Reapit's privacy policy (available via Reapit's website etc) as updated from time to time.
Products	means any tangible products to be provided by Reapit to you under this Agreement, including as specified in the Contract Details and the Modules.
Reapit IP	means all Intellectual Property Rights of Reapit (or its licensors) existing as at the date of this Agreement, including any Intellectual Property Rights in the Software, Services and the Reapit Material.
Reapit Marks	means Reapit's registered and unregistered trade marks, and trade mark applications, divisional applications and registrations obtained on pending or divisional applications, and any corresponding foreign applications and registrations.
Reapit Material	means any material provided by, or to which access is given by, Reapit to you for the purposes of this Agreement including hard or soft copy documents, files, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and data stored by any means and in any format and on any medium.
Reapit, we, us, Supplier	means the supplier specified in the Contract Details.
Recipient	means any party to this Agreement which from time to time receives the Confidential Information of a Discloser.
Renewal Period	means each successive period of time (equal in length to the Minimum Period) following the Minimum Period.
Services	means the products and services (including the Software and the Products) provided by Reapit to you time in accordance with this Agreement, including as specified in the Contract Details and the Modules.
Software	means the software (including mobile and web application products and includes the Account) provided as a service by Reapit to the Customer and as agreed between the parties from time to time in accordance with the Contract Details.
Spam Act	means: <ul style="list-style-type: none">(a) in Australia: the <i>Spam Act 2003</i> (Cth); or(b) in New Zealand: the <i>Unsolicited Electronic Messages Act 2007</i> (NZ).
Steering Committee	means any steering committee established by the parties in accordance with clause 1.6.
Term	means the Minimum Period and any Renewal Periods.



Territory	means, in respect of each Service, Software and Product supplied to you, the territory specified in the relevant Module.
Third Party Service	means any third party software, service, application or website, and includes real estate listing portals, automated mail lodgement providers, internet map providers, GPS navigation service providers, customer relationship management (CRM) service providers, and electronic messaging service providers.
Third Party Service Provider	means any third party that provides a Third Party Service.
Trust Accounting Solution	means any trust accounting product owned or operated by us.

28 INTERPRETATION

28.1 In this Agreement these rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to one gender includes all other genders;
- (d) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (e) if a word or a phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) 'include', 'including', 'for example', 'such as' and similar expressions are to be construed as illustrative and are not words of limitation;
- (g) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, trust, corporation or other body corporate (wherever and however incorporated or established), or unincorporated body (whether or not having separate legal personality);
 - (ii) a party includes its agents, successors and permitted assignees; and
 - (iii) AUD, \$ or dollars refers to Australian currency (in Australia), and NZD, \$ or dollars refers to New Zealand currency (in New Zealand); and
 - (iv) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - (v) clauses, Parts or Modules are to the clauses, Parts and Modules of this Agreement (and references to paragraphs are references to paragraphs of the specified Modules);
 - (vi) writing or written includes email; and
 - (vii) a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in the Corporations Act; and
- (h) no rule of construction applies to the disadvantage of a party because it was responsible for the preparation of this Agreement or any part of it.

28.2 Any references to specific software, features and services are references to those things as they may be updated from time to time, including any replacement or substitute software, features and services determined by Reapit.

