

Terms and conditions for supply of Services, Products and Third Party Software

Infoplex Pty Ltd trading as ThinkSecure
ThinkSecure

[insert Customer name]
Customer



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AGREEMENT dated this day of

2007

BETWEEN:

INFOPLEX PTY LIMITED (ACN 094 296 107) trading as ThinkSecure of 486 Pacific Highway St Leonards NSW 2065 (**ThinkSecure**)

[Insert name and ABN/ACN] of [insert address] (Customer)

RECITALS

- A** ThinkSecure is a business which sells third party products and supplies consultancy services in relation to information technology security.
- B** The Customer agrees to acquire from ThinkSecure and ThinkSecure agrees to provide third party products and/or consultancy services to the Customer on the terms and conditions set out in this agreement.

IT IS AGREED:

1 DEFINITIONS

In this **agreement**, unless the context clearly indicates otherwise:

Additional Fees means the fees set out in Item 8 of the Quotation that are payable by the Customer for services additional to those listed in Item 2 of the Quotation;

Address for Service means the address of each party appearing in this agreement or any new address notified by any party to all other parties as its new Address for Service;

Agreed Exchange Rate means the [insert currency] to Australian dollar exchange rate agreed by the parties and set out in Item 11 of the Quotation;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in New South Wales and concludes at 5 pm on that day;

Customer IP means any and all Intellectual Property owned or controlled by the Customer before the commencement of this agreement excluding Know How;

Customer Confidential Information means the information of the Customer which is by its nature confidential that relates to the subject matter of this agreement and all information provided in any form by the Customer about its business, including information relating to:

- (a) the Customer's specification or requirements for the Services;

- (b) the terms of its contractual relations with third parties; and
- (c) the personnel, policies and business strategies of the Customer.

However, information will not qualify as Customer Confidential Information if it is or becomes public knowledge, other than by breach of this agreement, or was in the possession of ThinkSecure before it was disclosed to it by the Customer or is Know How;

Corporations Act means the Corporations Act 2001 (Cth);

Delivery Date means the date agreed to by the parties on which ThinkSecure will deliver the Products to the Customer;

Documentation means any documentation provided by ThinkSecure to the Customer in relation to the Products of Services;

Fees means the fees for the Services and Products and the Licence Fee calculated and paid in accordance with Item 7 of the Quotation;

Force Majeure Event means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform an obligation under this agreement. Such circumstances include but are not limited to acts of God, lightning strikes, storms, floods, earthquakes or any natural disasters, explosions, war, invasion, rebellion, sabotage, epidemic and labour disputes;

GST means any form of goods and services tax payable under the GST Legislation;

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

- (a) an application is made to a court for an order that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed unless the application is withdrawn, struck out or dismissed within 5 Business Days of it being made;
- (b) a liquidator, provisional liquidator or mortgagee in possession is appointed;
- (c) an administrator or a controller is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or assignment for the benefit of one or more of its creditors;
- (e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding-up or dissolution;

- (f) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent or is presumed to be insolvent under an applicable law;
- (g) it becomes an insolvent under administration or action is taken which could result in that event;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (j) a writ of execution is levied against it or its property;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition;

Intellectual Property means any intellectual and industrial property rights throughout the world including rights in respect of or in connection with any confidential information (but excluding Know How), including copyright (including future copyright and rights in the nature of or analogous to copyright), domain names, inventions (including patents), trade marks, service marks, designs, and circuit layouts whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions and any other Intellectual Property Rights as defined in Article 2 of the World Intellectual Property Organisation Convention of 1967 but excludes non-assignable moral rights;

Know How means the knowledge, techniques and methodologies developed and acquired by the Personnel of ThinkSecure in the course of providing the Services and any Documentation embodying such knowledge, techniques and methodologies;

Licence Fee means the fees payable by the Customer to ThinkSecure for the supply of Third Party Software as set out in Item 7 of the Quotation;

Out-of-pocket Expenses means all expenses incidental to the provision of the Services and which are not included in the Fees, including but not limited to any interstate travel costs which includes all economy airfares, all meals for Personnel of ThinkSecure that are required to travel interstate and accommodation costs for Personnel of ThinkSecure that are required to travel interstate.

Period means the time during which the Services must be provided as set out in Item 5 of the Quotation;

Personnel means in respect of a party means that party's officers, employees, contractors and agents;

Purchase Order means a purchase order placed by the Customer for the provision of Products and/or Services by ThinkSecure;

Products means the products set out in Item 3 of the Quotation;

Quotation means a quotation and/or proposal for the sale or supply of Products, Third Party Software and/or Services provided by ThinkSecure to the Customer in the form set out in the Schedule 1;

Request means a request from the Customer for the Quotation;

Services means the services set out in Item 2 of the Quotation;

ThinkSecure IP means any and all Intellectual Property owned or controlled by ThinkSecure before the commencement of this agreement and created by ThinkSecure or on it's behalf during the agreement in the course of providing the Services;

Third Party Licensor means the owner of the Third Party; and

Third Party Software means software owned by the Third Party Licensor, which ThinkSecure supplies to the Customer as set out in Item 4 of the Quotation.

2 QUOTATIONS AND PURCHASE ORDERS

In relation to the sale or supply of Products, Third Party Software and/or Services:

- (a) Upon Request from the Customer, which may be in writing, ThinkSecure will provide a Quotation for the sale or supply of Products, Third Party Software and/or Services. The Quotation will be valid for acceptance for 14 days from the date of issue. Any Quotation submitted to a Customer will be subject to this agreement.
- (b) The Customer accepts the Quotation by confirming acceptance of the Quotation by email, in writing, orally or as otherwise agreed between the Customer and ThinkSecure.
- (c) A Customer may place a Purchase Order with ThinkSecure. All Purchase Orders placed with, or submitted to, ThinkSecure will be deemed accepted by ThinkSecure unless ThinkSecure notifies the Customer within 7 days that ThinkSecure is unable to supply the Products, Third Party Software and/or Services for any reason whatsoever.
- (d) Variations on the Purchase Order must be made in writing and agreed to in writing by both parties.

- (e) The acceptance of a Quotation or the placement of a Purchase Order with, or submitted to, ThinkSecure, orally, or in writing, will be subject to this agreement without exception.
- (f) ThinkSecure reserves the right to cancel a Quotation or Purchase Order within 7 days should the USD exchange rate vary by +/- 2 cents from the date of acceptance of a Quotation or Purchase Order in circumstances where the Products or Third Party Software are being imported into Australia.

3 SERVICES

In relation to the provision of the Services:

- (a) ThinkSecure will provide the Services specified in Item 2 of the Quotation to the Customer during the Period set out in Item 5 of the Quotation unless the engagement of ThinkSecure to provide the Services is terminated earlier in accordance with this agreement.
- (b) The Customer will appoint a representative prior to the commencement of the Period, with the exclusive authority to give directions to ThinkSecure in respect of the Services.
- (c) If at the time this agreement commences, the initial Services require ThinkSecure to develop with the Customer a specification for further Services, then that specification can be incorporated into this agreement as part of the description of Services once signed by the Customer's representative as approved for that purpose. Otherwise the Customer will provide to ThinkSecure in writing all information concerning the Customer's requirements for the Services.
- (d) ThinkSecure may engage such other persons as required, whether as employees, contractors or otherwise, to perform the work of the Services provided each of those persons is suitably qualified and capable of performing the work ThinkSecure directs or engages them to perform.

4 VARIATIONS TO SERVICES

- (a) The Customer can from time to time request in writing a variation in the Services.
- (b) ThinkSecure will respond to any such request in writing within 10 Business Days advising whether it will perform the varied services and detailing any consequential amendments to the Fees set out in Item 7 of the relevant Quotation. This response is to be treated as an offer.

- (c) The Customer can accept in writing, within 10 Business Days, ThinkSecure's offer to perform the varied Services on the basis of the amended Fees and this agreement is then amended accordingly.
- (d) In the absence of any offer from ThinkSecure under clause 4(b) or any agreement on amendment to the Fees under clause 4(c) or ThinkSecure waiving any requirement that Fees will be amended, there will be no requirement on ThinkSecure to perform the variation in Services and the agreement will remain as originally agreed.

5 DELIVERY OF PRODUCTS AND THIRD PARTY SOFTWARE

- (a) ThinkSecure and the Customer will agree on the required Delivery Date of the Products and/or Third Party Software.
- (b) ThinkSecure will use all reasonable endeavours to meet the Delivery Date but ThinkSecure is not and will not be liable for any loss, cost or damage, suffered or incurred by the Customer, however it arises, if the Products and/or Third Party Software are not delivered by the Delivery Date.
- (c) Delivery may be made in instalments. Each instalment must be deemed a separate sale and any failure by ThinkSecure to deliver any instalment shall not affect the Customer's obligations with respect to any other instalments. Each delivery shall be paid for separately, without regards to any claim with respect to any other delivery or the failure of ThinkSecure to make any other delivery in accordance with its obligations.

6 OWNERSHIP OF PRODUCTS, RISK AND INSURANCE

- (a) Notwithstanding the delivery of the Products and the terms of payment, ownership of the Products delivered only passes to the Customer when the Products are paid for in full. Until the Customer has paid in full for the Products:
 - (i) ownership of the Products remains with ThinkSecure;
 - (ii) the Customer holds the Products as bailee and fiduciary for ThinkSecure;
 - (iii) the Customer may only dispose of the Products as ThinkSecure's fiduciary and agent and provided that the entire proceeds of sale of these Products are held by the Customer on trust for ThinkSecure;
 - (iv) if any event of default occurs, ThinkSecure or its agents may (upon the provision of reasonable notice and without prejudice to any of its other rights) enter any premises where the Products are stored and re-take possession of them. The Customer may not revoke

this permission. ThinkSecure may resell the Products, without incurring any liability to the Customer or any other person claiming through the Customer; and

- (v) the risk in the Product will, unless otherwise agreed in writing, pass to the Customer upon delivery of the Products to the Customer or its agent.

7 RETURN OF PRODUCTS

- (a) The Customer is deemed to have accepted a delivery of the Products:
 - (i) within 48 hours after delivery unless prior to that time the Customer has notified ThinkSecure in writing of its rejection of that delivery and reasons for rejection are accepted by ThinkSecure, acting reasonably; or
 - (ii) immediately upon use of the Products,whichever is the earlier.
- (b) If ThinkSecure's Products are used or ThinkSecure does not receive notification of rejection of the Products within the 48 hours, ThinkSecure will be entitled to payment in full.
- (c) If a Customer receives damaged or defective Products, the Customer must notify ThinkSecure in writing, within 48 hours of delivery of Products of the Customers' intention to return the Products, ThinkSecure will endeavour to replace the Products, subject to availability, within 14 days of being notified by the Customer of the intention to return the Products, or at the Customer's absolute discretion, issue a refund to the Customer, to the value of the Product.
- (d) Notwithstanding any other rights ThinkSecure may have, ThinkSecure reserves the right to charge a Customer for any costs or losses incurred by ThinkSecure arising directly from the return of any Products that are unauthorised for return or exceed the timeframes for inspection and acceptance set out in this agreement.

8 THIRD PARTY SOFTWARE

Where ThinkSecure supplies the Customer with Third Party Software:

- (a) the Customer will enter into a licence agreement directly with the Third Party Licensor in relation to the Third Party Software;

- (b) notwithstanding anything in the licence agreement, the licence with the Third Party Licensor will only be effective on the Customer paying ThinkSecure the relevant Licence Fee; and
- (c) ThinkSecure will not be liable under any circumstances for loss or damage suffered by the Customer arising out of a deficiency in the Third Party Software or a breach by the Third Party Licensor of its obligations under the licence agreement.

9 FEES AND PAYMENT

9.1 Fees

- (a) The Fees are determined in accordance with the amounts set out in Item 7 of the relevant Quotation.
- (b) The Fees are calculated in Australian dollars unless otherwise agreed to by both parties, **[in which case the Fees will be determined in accordance with the Agreed Exchange Rate set out in Item 11 of the Quotation]**.
- (c) **[The minimum amount payable for the Services is the half day rate as set out in Item 7 of the Quotation]**.
- (d) Subject to clauses 9.2 and 9.3, the Fees specified in Item 7 of the Quotation represent the total consideration payable by the Customer to ThinkSecure for the supply of Products, Third Party Software and/or Services.
- (e) The Customer is responsible for paying all reasonable Out-of-pocket Expenses that are incurred by Personnel of ThinkSecure.

9.2 Additional Fees and charges for services

ThinkSecure reserves its right to charge the Customer Additional Fees, on the basis set out in Item 8 of the Quotation for the provision of services additional to those set out in Item 2 of the Quotation.

9.3 Fees for Services in the event of early termination

If either ThinkSecure or the Customer terminates the agreement under clauses 9.4, 18.1, 18.2 or 18.3, the Customer must pay ThinkSecure for the number of days that the Services have been provided charged at the full day rate as set out in Item 7 of the Quotation.

9.4 Invoicing

- (a) ThinkSecure will issue a tax invoice to the Customer for the applicable Fees, Additional Fees (if any) and Out-of-pocket Expenses (if any) on a monthly basis and the Customer must pay the tax invoice from ThinkSecure within 30 Days of the date of the invoice.
- (b) The tax invoice will include sufficient information to enable the Customer to ascertain the Products, Third Party Software and/or Services to which the invoice relates, the Personnel of ThinkSecure that delivered the Services and the amount payable in respect of the Products, Third Party Software and/or Services.
- (c) If the Customer does not pay the tax invoice from ThinkSecure within 30 Days of the date of the invoice, ThinkSecure may, in its discretion:
 - (i) charge the Customer interest on the outstanding amount at the rate set out at Item 9 of the Quotation calculated from the due date of payment until ThinkSecure' invoice and all interest is paid in full; and/or
 - (ii) immediately terminate this agreement.

10 GST

Unless otherwise specified, all amounts payable under this agreement are exclusive of GST and the GST amount is set out in Items 7 and 8 of the Quotation.

If GST is payable on any expense incurred on the Customer's behalf, then an amount equal to the GST payable on that supply will be added to the price ThinkSecure pays for it.

All GST amounts payable by the Customer will be separately identified on the tax invoice issued by ThinkSecure. The Customer must pay in full both the Fees and the GST claimed.

11 INTELLECTUAL PROPERTY

11.1 ThinkSecure IP

- (a) The Customer acknowledges that ThinkSecure IP remains the property of ThinkSecure.
- (b) Any Intellectual Property created by ThinkSecure during the term of this agreement will remain the property of ThinkSecure.
- (c) Any Know How acquired or developed by Personnel of ThinkSecure is exclusively owned and controlled by ThinkSecure and may be used by the Personnel of ThinkSecure without restriction even in circumstances where

the Know How was acquired or developed in the course of or as a consequence of providing the Services to the Customer.

11.2 Licence of Customer IP

The Customer grants a non-exclusive, worldwide, irrevocable, royalty free licence in perpetuity to ThinkSecure to use the Customer IP to the extent necessary for ThinkSecure and its Personnel to provide the Services to the Customer.

12 CONFIDENTIAL INFORMATION

12.1 Customer Confidential Information

- (a) ThinkSecure acknowledges that it may be furnished or may otherwise receive or have access to the Customer's Confidential Information.
- (b) ThinkSecure will not, without the prior written consent of the Customer disclose to a third party, or use for its own or a third party's benefit, any Customer Confidential Information, other than information which is required to be disclosed by law or by any stock exchange, in which case ThinkSecure must immediately notify the Customer of the requirement and must take lawful steps and permit the Customer to oppose or restrict the disclosure and preserve as far as possible, the confidentiality of the information.
- (c) Upon the expiration or termination of this agreement, or upon demand by the Customer, ThinkSecure will promptly return to the Customer all Customer Confidential Information in ThinkSecure's possession or control. For the sole purpose of keeping a record of the Services provided under this agreement, ThinkSecure may keep one copy of all material the subject of this clause.

12.2 Survival of clause

This clause 12 will survive the termination of this agreement.

13 ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment

Subject to clause 13.2, this agreement is personal to each party and neither party may assign the rights or benefits of this agreement to any person except:

- (a) to a related body corporate, with the prior written consent of the other party, which the other party must not withhold if it is reasonably satisfied that the

related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this agreement; or

- (b) to any other person, with the prior written consent of the other party, which the other party may give, give conditionally or withhold in its absolute discretion.

13.2 Subcontracting

ThinkSecure may subcontract the performance of the Services or the performance of any part of them.

14 LIMITATION OF LIABILITY

- (a) Except in relation to liability for personal injury, ThinkSecure will not be liable under this agreement and the Customer acknowledges that ThinkSecure excludes liability under this agreement, or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by the Customer, including loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings, whether caused by negligence or otherwise and whether or not ThinkSecure was aware of or should have been aware of the possibility of such damage.
- (b) To the extent permitted by law and apart from those expressed in this agreement, all other representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded.
- (c) Subject to clause 14(d), where legislation, including the Trade Practices Act 1974, implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this agreement.
- (d) The liability of ThinkSecure for any breach of a condition or warranty referred to in clause 14(c), will be limited, at the option of ThinkSecure where it is reasonable to do so, to one or more of the following:
 - (i) for goods:
 - (A) repairing or replacing those goods; or
 - (B) paying the cost of having those goods repaired or replaced; and
 - (ii) if the breach relates to services;
 - (A) the supplying of the services again; or

- (B) the payment of the cost of having the services supplied again.

15 WARRANTIES OF CAPACITY

15.1 General warranties

Each party warrants to each other party that:

- (a) this agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this agreement in the capacity of trustee of any trust.

16 FORCE MAJEURE

- (a) Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under this agreement due to a Force Majeure Event.
- (b) A party affected by a Force Majeure Event must give the other Party a written notice which:
 - (i) sets out the details of the Force Majeure Event;
 - (ii) identifies the nature and extent of the obligations affected by the Force Majeure Event;
 - (iii) advises the period of time during which the affected party estimates that it will not be able to perform its obligations; and
 - (iv) provides details of action that it has or proposes to take to remedy the situation.
- (c) A party affected by a Force Majeure Event. must:
 - (i) take all reasonable steps to avoid, remove or limit the effect of the Force Majeure Event on its performance of the suspended obligations as quickly as possible;
 - (ii) re-commence the suspended obligations as soon as reasonably possible.

17 DISPUTE RESOLUTION

17.1 Informal Resolution of Dispute over Fee Rates

- (a) Before a party (**Notifying Party**) seeks any external dispute resolution in relation to the Fees, Additional Fees or the Services provided, it must follow the escalation procedure set out in paragraph (b).
- (b) The escalation procedure is as follows:
 - (i) the Notifying Party must notify the other party (**Responding Party**) in writing advising of:
 - (A) its reasons for its dissatisfaction(**Issue**);
 - (B) its available dates to meet and discuss the Issue; and
 - (C) the representative it has authorised (**Authorised Representative**) to discuss the Issue with the Responding Party (**Notice**);
 - (ii) Within 7 days of receiving the Notice, the Responding Party must notify the Notifying Party, in writing, advising of:
 - (A) its available dates to meet and discuss the Issue; and
 - (B) its Authorised Representative;
 - (iii) the Authorised Representatives must meet and discuss the Issue;
 - (iv) if the Authorised Representatives cannot resolve the Issue within 7 days of meeting to discuss the Issue, each Authorised Representative must notify the respective parties' Chief Operating Officer (or his or her nominee); and
 - (v) each party's Chief Operating Officer must meet within 7 days of being notified and attempt to resolve the Issue within 7 days of this meeting.

17.2 Continuation of obligations

Despite the existence of an Issue between the parties, the Customer must otherwise comply with its obligations under this agreement.

17.3 Interlocutory Proceedings

Nothing in this clause 17 prevents a party from commencing proceedings for interlocutory relief.

17.4 Survive Termination

This clause 17 will survive termination of this agreement.

18 TERMINATION

18.1 Termination for breach

Without prejudice to any other rights either party may have under this agreement or at law, either party may terminate this agreement immediately by notice in writing if the other party is in breach of any term and such breach is not remedied within [20] Business Days of written notice being provided by the terminating party to the party in breach.

18.2 Termination for other default

Either party may terminate this agreement immediately upon notice in writing to the other party if an Insolvency Event occurs in respect of the other party.

18.3 Termination without cause

Either party may terminate this agreement at any time with [insert time] notice in writing to the other party.

18.4 Effect of termination by ThinkSecure

If notice is given to the Customer to terminate this agreement under clause 18.1 or clause 18.2 or 18.3, ThinkSecure may, in addition to terminating the agreement:

- (a) be regarded as discharged from any further obligations under this agreement; and
- (b) pursue any additional or alternative remedies provided by law.

19 GENERAL PROVISIONS

19.1 Entire agreement

This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

19.2 Variation

This agreement must not be varied except by a later written document executed by all parties.

19.3 Waiver

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

19.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this agreement.

19.5 Time for doing acts

- (a) If:
- (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this agreement,
- expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

19.6 Governing law and jurisdiction

- (a) The laws applicable in the State set out in Item 10 of the Quotation govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of the State set out in Item 10 of the Quotation and any courts competent to hear appeals from those courts.

19.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

19.8 Preservation of existing rights

The expiration or termination of this agreement does not affect any right that has accrued to a party before the expiration or termination date.

19.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

19.10 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

19.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

19.12 Notices

Any notice, demand, consent, approval, request or other communication (**notice**) to be given under this agreement must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered;
- (b) sent by facsimile transmission;
- (c) sent by prepaid ordinary mail within Australia; or
- (d) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Service of the sender and the recipient are in different countries.

A notice is given if:

- (a) hand delivered, on the date of delivery;
- (b) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted;
- (c) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or

(d) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

EXECUTED as an agreement.

EXECUTED by **INFOPLEX PTY LTD (ACN 094 296 107)** trading as **ThinkSecure** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

EXECUTED by **[insert name and ABN/ACN of Customer]** in accordance with section 127 of the Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Schedule 1

Quotation

| | |
|-------------------------------|--|
| Item 1: Date of Issue: | |
| Item 2: Services: | |
| Item 3: Products | |

| | | | | | | |
|-------------------------------------|--|--|----------------|--|----------------|--|
| | | | | | | |
| Item 4: Third Party Software | | | | | | |
| Item 5: Period | <table border="1"> <tr> <td></td> <td>To</td> <td></td> <td>Number of days</td> <td></td> </tr> </table> | | To | | Number of days | |
| | To | | Number of days | | | |
| Item 6: Consultant assigned: | | | | | | |
| Item 7: Fees | <p>Flat Fee for specific Services: \$[] plus GST of \$[]</p> <p>Half day rate: \$[] plus GST of \$[]</p> <p>Full day rate: \$[] plus GST of \$[]</p> <p>Flat Fee for specific Products: \$[] plus GST of \$[]</p> <p>Licence Fee: \$[] plus GST of \$[]</p> <p>(strike out whichever is not applicable)</p> | | | | | |
| Item 8: Additional Fees | <p>Flat Fee for specific Services: \$[] plus GST of \$[]</p> <p>Half day rate: \$[] plus GST of \$[]</p> <p>Full day rate: \$[] plus GST of \$[]</p> <p>Flat Fee for specific Products: \$[] plus GST of \$[]</p> <p>(strike out whichever is not applicable)</p> | | | | | |

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| Item 9: Interest rate | 2% above the current 'ANZ Reference Interest Rate' as published in the Australian Financial Review or any other nationally published newspaper if the Australian Financial Review ceases to be published. |
| Item 10: Governing Law | New South Wales |
| Item 11: Agreed Exchange Rate | |