

1. Agreement

These general terms and conditions of trade, any Proposal and any other document referred to in that Proposal and any order (including online order) (together, the “**Agreement**”) form a legal agreement between the buyer and the Banlaw Group Member noted in the Proposal and if none, then Banlaw Pty Limited (“**Banlaw**”).

This Agreement may be accepted by the buyer by doing either one or more of the following:

- (a) signing these terms and conditions of trade;
- (b) signing the Proposal where indicated in that document; or
- (c) issuing a purchase order or similar request for goods or services after receiving notice of these terms and conditions of trade or in response to the Proposal.

2. Meaning of words

Where the following words are not already defined in the Proposal or another part of this Agreement:

Associated Entity has the meaning given in section 50AAA of the Corporations Act.

Banlaw Group Member means Banlaw Pty Limited or any Associated Entity of Banlaw Pty Limited (as defined by the Corporations Act.)

Commencement Date means the date of acceptance in accordance with clause 1.

Confidential Information means the content of this Agreement, any information of a party which is marked confidential and any information which is by its nature confidential.

Contract Sum means the sum payable by the buyer to Banlaw, more particularly as set out in the Proposal.

Corporations Act means the *Corporations Act 2001* (Cth).

Intellectual Property Rights means all intellectual property rights at any time protected by statute or common law, including patents, copyright and any registered intellectual property rights, registered designs, trademarks and goodwill; and any application or right to apply for registration of any of these rights.

Proposal means a proposal or similar document submitted to the buyer by Banlaw or a third party in which these terms and conditions of trade are either referred to or attached in full.

Site means the site nominated in the Proposal.

Term means the term noted in the Proposal, commencing on the Commencement Date.

the buyer means the entity to which the Proposal is addressed, or if a purchase order is received and accepted by some other entity, that entity.

3. Term

This Agreement will end at the expiry of the Term or otherwise if the buyer and Banlaw by mutual agreement in writing end it at some other time.

Notwithstanding the above, where Banlaw agrees to continue to supply (or recommences supply) of goods or services to the buyer following the expiry of the Term, without the parties entering a subsequent agreement governing that further supply, the parties agree that this Agreement will govern the further supply.

Banlaw may terminate this Agreement immediately by giving the buyer notice if the buyer breaches any provision of this Agreement and fails to remedy the breach within 14 days of Banlaw requiring the buyer to do so.

Banlaw may also terminate this Agreement immediately by giving the buyer written notice if the buyer attempts to assign any of the rights or obligations arising out of this Agreement to a third party without Banlaw's prior consent, or if the buyer is subject to any form of insolvency administration, proceedings, or other external administrator, liquidator, receiver or manager is appointed ("**Insolvency Event**").

4. Banlaw Responsibilities

Subject to due and punctual payment of the Contract Sum by the buyer, Banlaw will supply the goods and services specifically set out in the Proposal and will use reasonable endeavours to comply with any time frames set out in the Proposal.

5. Buyer Responsibilities

Among other things, the buyer must:

- (a) purchase from Banlaw the goods and services described in the Proposal;
- (b) grant free and reasonable access to the Site to allow that part of Banlaw's supply (if any) occurring at the Site to take place; and
- (c) use all reasonable endeavours to grant whatever assistance is requested of the buyer by Banlaw.

6. Proposal

Unless otherwise specifically stated in the Proposal, any pricing contained in the Proposal will be valid for a period of 90 days only.

Further, all pricing has been provided on the condition that the entire Proposal is accepted. Should any goods or services be excluded or removed from the Proposal for any reason whatsoever (either by Banlaw or at the request of buyer), then Banlaw reserves the absolute right and discretion to revisit all pricing set out in the Proposal and re-issue the Proposal with new pricing on those items remaining.

7. Contract Sum

The buyer must pay to Banlaw the Contract Sum at the rates and/or calculated in accordance with the methods set out in the Proposal on the date or dates nominated for payment in that document. If no payment dates are nominated in the Proposal, then the Contract Sum (or any part of the Contract Sum) must be paid within 30 days of the date of any tax invoice from Banlaw.

Unless stated otherwise in the Proposal, all amounts are quoted in and must be paid in Australian Dollars.

The Contract Sum is exclusive of GST, and any other tax, levy, duty, excise or other government impost or withholding (other than income or company tax payable by Banlaw).

If any GST is imposed on any supply made under this Agreement, then the party making the supply will collect from the recipient, in addition to any consideration due for the supply, an amount equivalent to the GST payable on that supply.

If the recipient of the supply is required to pay an additional amount for GST pursuant to this clause, then the recipient will pay the increased amount in the same manner and at the same time as the consideration, which may be due under this Agreement.

Unless otherwise prohibited by law, the Contract Sum must be paid to Banlaw without set-off, counterclaim or deduction whatsoever. If the buyer disputes the whole or any part of the amount claimed in an invoice submitted by Banlaw pursuant

to this Agreement, the buyer will pay the undisputed portion on the due date. The dispute regarding the remainder may be referred to the dispute resolution procedure prescribed by this Agreement.

Without prejudice to any other rights at law or under this Agreement, if the buyer fails to pay any amount owing under this Agreement by the due date, the buyer will be liable to pay that amount together with interest which accrues at the Reserve Bank of Australia cash rate plus 7% per annum, calculated daily from the due date until payment is made in full. Interest will not accrue on amounts that are the subject of a genuine dispute notified in good faith, provided the buyer pays any undisputed portion of the invoice when due.

Without limiting any other rights available to Banlaw, if any undisputed amount owing under this Agreement remains overdue, Banlaw may suspend performance, delivery, access to software or hosted services, and any further supply of goods or services until all overdue undisputed amounts, accrued interest and any reasonable recovery costs have been paid in full. The buyer must reimburse Banlaw for all reasonable and properly incurred costs incurred in recovering overdue amounts, including debt collection agency fees, legal costs and internal administrative costs on a full indemnity basis to the extent permitted by law.

8. Deliveries

Unless specifically stated otherwise in the Proposal, any goods being provided as part of the Proposal will be made available for collection on an ex works basis ("EXW" Incoterms 2020) from 19 Metro Court, Gateshead NSW, Australia. Delivery is deemed to occur when Banlaw makes the goods available for collection at that location. Unless otherwise agreed in writing, the buyer is responsible for all freight, insurance, loading, transport, export and import clearance, permits, duties, taxes and other costs associated with collection, transport and delivery of the goods.

The buyer acknowledges that goods delivered to or picked up by a courier, freight forwarder or other transport provider are outside Banlaw's control and Banlaw will not be liable for any loss, damage, delay or non-delivery of goods caused or contributed to by any third party, to the extent permitted by law. Risk in the goods passes to the buyer when the goods are made available for collection by Banlaw.

If a date for availability of completed goods is nominated by the buyer and not otherwise agreed by Banlaw, Banlaw will not be bound to comply with that date unless it expressly agrees to do so in writing. In the case of agreement on such dates, Banlaw will be deemed to agree to use reasonable endeavours to deliver by the relevant date. Banlaw shall be excused from any failure to deliver or complete which is contributed to by causes beyond its reasonable control and the time specified for delivery or completion shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of this Agreement or entitle the buyer to terminate the Agreement, reject the goods or claim damages, except to the extent required by law.

9. Title and Interest

Notwithstanding the delivery of the goods or part thereof, title to all goods supplied under this Agreement will not pass to the buyer until payment of all monies owing to Banlaw by the buyer has been received in full by Banlaw. Risk in the goods passes to the buyer when the goods are made available for collection.

Until all monies owed by the buyer to Banlaw are paid in full, the buyer:

- (a) acknowledges that it receives possession of and holds the goods solely as bailee for Banlaw until such time as payment of all monies owing to Banlaw by the buyer is received by Banlaw;
- (b) must remain in possession and control of any goods delivered under this Agreement; and
- (c) permits Banlaw, to the extent permitted by law, to enter any premises where the goods are located on reasonable notice and during business hours to inspect or retake possession of the goods, provided Banlaw uses reasonable care when doing so.

Banlaw may keep or resell any goods repossessed pursuant to the above rights.

Whilst ever any goods supplied under this Agreement are in the buyer's possession or at the buyer's risk then, unless and until title to all goods has passed to the buyer:

- (a) if the buyer sells the goods (with or without the consent of Banlaw) the proceeds of any sale of the goods (or sale of other goods into which the goods have been incorporated) must be paid into a separate account and held in trust for Banlaw. The buyer must account to Banlaw from this fund for the full price of the goods;

- (b) if the buyer dies, fails to pay any undisputed overdue amount or suffers an Insolvency Event, Banlaw may, subject to law and without prejudice to its other rights, suspend or terminate this Agreement, require payment in cash before or on delivery, repossess the goods and dispose of them, and apply the proceeds against amounts owing;
- (c) the buyer must purchase and maintain insurance coverage against loss or damage to all goods (for their full replacement value with a reputable insurance underwriter and noting Banlaw's interest as owner);
- (d) the above insurance must include coverage for loss or damage during the course of marine, air and inland transit and during storage at the Site; and
- (e) the buyer must provide evidence of the above insurance immediately upon written request of Banlaw.

10. Security and PPSA

For the purposes of this clause, “**PPSA**” means the *Personal Property Securities Act 2009 (Cth)* as amended from time to time. Where a particular section or term from the PPSA is used in this Agreement, it is deemed to be that section or term as amended, renumbered or replaced from time to time.

To the extent permitted by law, and for better securing payment of the Contract Sum plus any costs or charges, the buyer hereby charges all of its real and personal present and after-acquired property in favour of Banlaw.

The buyer acknowledges and agrees that this Agreement constitutes a security agreement in relation to Banlaw's security interest in all present and after-acquired personal property in accordance with the PPSA. The buyer agrees to grant a “Purchase Money Security Interest” to Banlaw.

The buyer also acknowledges and agrees that the PPSA applies to Banlaw's separate security interests set out in **clause 9** and this **clause 10**.

To the extent permitted by law, the following provisions of the PPSA do not apply, and for the purposes of section 115 of the PPSA are contracted out of this Agreement:

- (a) sections 95 (notice of removal of accession), to the extent that it requires Banlaw to give a notice to the buyer, 96 (retain of accession) and 125 (obligation to dispose of or retain collateral);
- (b) section 130 (notice of disposal), to the extent that it requires Banlaw to give a notice to the buyer;
- (c) section 132(3)(d) (contents of statement of account after disposal);
- (d) section 132(4) (statement of account if no disposal);
- (e) section 135 (notice of retention);
- (f) section 142 (redemption of collateral);
- (g) section 143 (reinstatement of security agreement).

For the purposes of section 14(6) of the PPSA, the buyer (and Banlaw) agrees that any payments received from the buyer pursuant to or in any way connected with this Agreement, will be applied in the following order of priority:

- (a) firstly, if there are any debts or obligations outstanding to Banlaw which are not secured by clause 9 or this clause 10, then to those debts or obligations, in the order they arose;
- (b) secondly, if there are debts or obligations outstanding to Banlaw which are secured, but are not classified as purchase money security interests (for the purposes of the PPSA), then to those debts or obligations, in the order they arose or were incurred; and
- (c) lastly, to any obligations or debts to Banlaw secured by purchase money security interests (as defined by the PPSA).

The buyer must do anything reasonably required by Banlaw to enable Banlaw to register, perfect, maintain and enforce any security interest created under this Agreement, including executing any document or instrument required for that purpose.

The buyer must pay all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge or release of such instrument.



To the extent permitted by law, the buyer waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement in relation to a Security Interest granted by the buyer, as Grantor, to Banlaw.

11. Banlaw limits its liability

To the extent permitted by law, Banlaw will not be liable for any loss or damage arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise, except to the extent that the loss or damage is directly caused or contributed to by Banlaw's breach of this Agreement or negligence.

To the extent permitted by law, the parties agree that:

- (a) Banlaw will under no circumstances be liable for any indirect or consequential loss, including loss of production, mining downtime, environmental penalties, fuel loss, cyber incidents, software interruption, corruption of data, loss of profit or loss of opportunity; and
- (b) any liability of Banlaw under this Agreement, at law or in equity, will be limited in the aggregate to the Contract Sum received by Banlaw from the buyer.

Where any statute or law implies warranties or conditions into this Agreement, which cannot be lawfully modified or excluded under this Agreement ("**Non-excludable Condition**") then this Agreement will be read subject to such Non-excludable Condition. Where such statute or law permits, Banlaw limits its liability to the buyer for breach of such Non-excludable Condition at Banlaw's option to:

- (a) where relating to services, re-performing the services or paying for the re-performance of the services or equivalent services; and/or
- (b) where relating to goods, re-supplying the goods or paying for the goods or equivalent goods to be re-supplied.

12. Warranties and representations

Banlaw agrees to provide the warranties as expressly set out in Banlaw's Warranty Policy attached to the Proposal (if any).

Except as expressly provided above, and to the extent permitted by law, liability for all representations and warranties, whether implied, express or otherwise, are excluded.

The buyer warrants that the buyer has not relied on:

- (a) any representations made by Banlaw which are not expressly stated in this Agreement; or
- (b) any descriptions or illustrations contained in any functional specification document, including any catalogues or publicity material produced by Banlaw.

13. Software licence

Any software, software subscription, hosted service, platform access, firmware or related digital service supplied by Banlaw under or in connection with this Agreement is supplied subject to Banlaw's Software Subscription Licence Agreement.

The buyer must not access or use, and Banlaw is not required to supply or provide access to, any such software, subscription, hosted service, platform, firmware or digital service unless the buyer has accepted and agreed to be bound by Banlaw's Software Subscription Licence Agreement.

To the extent of any inconsistency between this Agreement and Banlaw's Software Subscription Licence Agreement in relation to the access to, use of, support for, availability of, or restrictions applying to software, subscriptions, hosted services, platforms, firmware or related digital services, Banlaw's Software Subscription Licence Agreement prevails.

14. Intellectual Property

Any pre-existing Intellectual Property Rights owned by Banlaw before the commencement of this Agreement, will remain vested in Banlaw.

Any pre-existing Intellectual Property Rights owned by the buyer before the commencement of this Agreement, will remain vested in the buyer.



The buyer agrees to grant to Banlaw a nonexclusive, transferable, royalty free licence to use the buyer's pre-existing Intellectual Property Rights to the extent that such use relates to any material created by Banlaw pursuant to this Agreement or is otherwise required by Banlaw to fulfil its obligations under this Agreement.

Subject to any Intellectual Property Rights existing in any third party materials, all Intellectual Property Rights, created by Banlaw on or after the commencement of this Agreement will remain vested in Banlaw notwithstanding those rights were created pursuant to or for use in the supply of goods or services under this Agreement.

Banlaw retains ownership of all operational analytics, telemetry outputs, anonymised fleet data, machine learning outputs and system performance benchmarking generated through the use of Banlaw systems, provided that Banlaw will not knowingly use or disclose such data in a manner that identifies the Buyer, its personnel, operations, assets or Site, or discloses the Buyer's Confidential Information, except as otherwise permitted under this Agreement or required by law.

15. Force Majeure

"**Force Majeure Event**" means:

- (a) power, energy, data or communication shortages or outages;
- (b) pandemics;
- (c) supply chain shortages and semiconductor shortages;
- (d) cyber incidents;
- (e) acts of God or the public enemy, national emergencies, radioactive contamination, insurrection, riot, hostile or warlike action or sabotage;
- (f) a transportation embargo, freight disruption and government import/export restrictions;
- (g) industrial action (including a picket); and
- (h) any legislation or regulation and any action or inaction of any government or government agency.

If any party is wholly or partially unable to perform its obligations because of a Force Majeure Event (except for its obligation to pay money) then:

- (a) as soon as reasonably practicable after the Force Majeure Event arises, the party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and
- (b) that party's obligation to perform will be suspended for the duration of the delay arising directly out of the Force Majeure Event.

16. Resolving disputes

In any dispute arising out of or in connection with this Agreement, the buyer agrees to first negotiate in good faith with a senior Banlaw officer to resolve it.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof not resolved by reference to the preceding paragraph, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law, UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the Australia Centre for International Commercial Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Sydney, Australia. The language to be used in the arbitral proceedings shall be English.

17. Notices

All notices which are required to be given under this Agreement will be in writing and will be sent to the address of the recipient (of the notice) set out in the Proposal or such other address as the recipient (of the notice) may designate by notice given in accordance with this clause. A notice may be delivered by hand, pre-paid letter or email. Any such notice will be deemed to have been served when delivered (if delivered by hand), 48 hours after posting (except by pre-paid letter) or the date and time depicted on the sender's email account sent item (if sent by email).

18. Confidential Information

A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.



A party will not be in breach of this clause in circumstances where it is legally compelled to disclose the other party's Confidential Information.

Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

Notwithstanding any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

For the purposes of this clause, a party may disclose Confidential Information to its related entities, employees, contractors, subcontractors, professional advisers, software providers, cloud service providers, technology providers and artificial intelligence service providers where reasonably necessary for the performance of its obligations under this Agreement or the management or administration of this Agreement, provided that such recipients are subject to obligations of confidentiality, privacy or data protection appropriate to the nature of the information disclosed.

The parties acknowledge that the use of software platforms, cloud services, artificial intelligence systems, machine learning systems, automation technologies and similar business systems for the storage, processing, analysis, management, administration or transmission of Confidential Information does not constitute a breach of this Agreement.

Unless otherwise agreed in writing and subject always to Banlaw's obligations at law, Banlaw will not knowingly permit the buyer's Confidential Information to be used for the training of publicly available artificial intelligence models operated for the benefit of unrelated third parties.

This clause will survive the termination of this Agreement.

19. Guarantor and Buyer's Warranties

The Guarantor/s and buyer (and each director and office bearer if the buyer is a company) separately warrants that:

- (a) in the case of a natural person, he/she has never been a bankrupt or entered into a deed of arrangement or compromise or any other arrangement under Part X of the Bankruptcy Act or otherwise assigned his/her assets for the benefit of creditors;
- (b) it has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due;
- (c) it is not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of Banlaw whether in answer to an enquiry or otherwise;
- (d) prior to the placement of any order, it has made its own independent enquiries and satisfied itself as to the capacity, quality and fitness for purpose of the goods and/or services and, to the extent permitted by law, the buyer is not relying on any warranty, promise or representation in relation to the services, either expressly or impliedly given by Banlaw; and
- (e) it has satisfied itself that it and its personnel are suitably qualified and hold requisite experience to safely and efficiently deploy and use the goods and completed services.

20. Banlaw Relies on Guarantor and Buyer's Warranties

In entering into this Agreement, Banlaw relies upon the warranties provided above and upon any information supplied by the buyer in any accompanying credit account application or order form.

Banlaw relies upon the representation that the person signing this Agreement has authority to execute it on behalf of the buyer.

21. Personal Information

The buyer and each Guarantor consent to Banlaw collecting, using, storing, transferring, processing, analysing, verifying and disclosing personal information and commercial information relating to the buyer or Guarantor to the extent reasonably necessary for assessing creditworthiness, administering the buyer's account, supplying goods or services, managing and enforcing this Agreement, complying with law, and carrying out Banlaw's ordinary business operations in connection with this Agreement.



Banlaw may disclose such information to its related entities, professional advisers, credit providers, credit reporting bodies, debt collection agencies, insurers, technology providers, software providers, cloud service providers, artificial intelligence service providers and other service providers engaged by Banlaw, provided such disclosure is reasonably necessary for the purposes set out above and is made in accordance with applicable privacy laws.

Banlaw must handle personal information in accordance with applicable privacy laws and its Privacy Policy. Banlaw's Privacy Policy can be viewed on Banlaw's website www.banlaw.com. The buyer must review and familiarise itself with the Privacy Policy from time to time as required.

Banlaw may use software platforms, cloud services, automation technologies, artificial intelligence systems and similar business systems in connection with the performance, administration and management of this Agreement, provided that Banlaw does so in accordance with its confidentiality obligations, applicable privacy laws and the restrictions on use of Confidential Information and personal information set out in this Agreement.

Unless otherwise agreed in writing, Banlaw will not permit personal information of the buyer or any Guarantor to be used to train, fine-tune or improve any publicly available artificial intelligence model or any model operated for the benefit of unrelated third parties.

22. Credit Limit

Notwithstanding any other provision in this Agreement, Banlaw may grant credit to the buyer under this Agreement either unconditionally or with any condition it sees fit, including, without limitation, a cap on the amount of credit Banlaw is comfortable extending to the buyer. Banlaw may increase or decrease any such cap as it sees fit from time to time throughout the duration of this Agreement by notice in writing to the buyer.

In the event that Banlaw serves notice in accordance with the preceding paragraph then, apart from any extension, increase or reduction set out in the notice, this Agreement and any supporting guarantee will continue to operate in its amended form.

Notwithstanding the preceding clauses, should Banlaw decide to extend credit to the buyer in excess of the credit cap in place from time to time, such excess will not be a breach of this Agreement by Banlaw, and the credit cap will in no way act to limit the ability or right of Banlaw to recover any monies owing to it nor will such cap act to limit the liability of the buyer or any Guarantor to pay any monies to Banlaw.

23. Guarantee and Indemnity by Director/s

In consideration of Banlaw agreeing to provide the goods or services:

- (a) the Guarantors unconditionally guarantee to Banlaw the due and punctual performance by the buyer of all the buyer's obligations under each and every Agreement including, without limiting the generality of the foregoing, the payment by the buyer of all moneys (which term includes, without limitation, principal, fees, interest and costs) payable or repayable (whether presently or in the future, actually or contingently) under each and every Agreement and the Guarantors promise to pay to Banlaw on demand all moneys which the buyer defaults in paying under any Agreement including all moneys arising by way of costs, expenses, bank charges, losses or damages incurred by Banlaw arising from any default by the buyer under or relating to any Agreement; and
- (b) I/We also acknowledge and agree in my/our capacity as Guarantor that the Guarantee and Indemnity that I/we may have previously given continues to secure any and all liabilities and obligations of the buyer /debtor.

24. Banlaw Lien

In addition to any lien which Banlaw may by statute or otherwise be entitled, Banlaw shall on the happening of an Event of Default by the buyer or failure by the buyer to pay any sum owing to Banlaw by the due date, be entitled to a general lien on all property or goods belonging to the buyer which are in the possession of Banlaw (notwithstanding that such goods or some or part of them may have been paid for) for the unpaid price of any goods or services provided to the buyer.

25. General

This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. Subject to clause 16, the parties irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

This Agreement overrides the provisions of any other documentation that the buyer may issue in relation to the Proposal or the goods or services being supplied by Banlaw.

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. No addition to or modification of any provision of this Agreement will be binding upon the parties unless made by written instrument signed by a duly authorised representative of both parties.

Banlaw may amend the terms forming part of this Agreement providing it first provides you with 28 days' notice of the intended amendments, and (only where amendments will prove to be materially disadvantageous to you) provides you with the opportunity to terminate the Agreement ahead of the amendments coming into effect. The buyer must not assign, whether in whole or part, the benefit of this Agreement or any rights or obligations hereunder, without the prior written consent of Banlaw. Banlaw may assign any rights or benefits under this Agreement without the buyer's prior written consent. The buyer must do all things and sign all documents to give effect to any assignment by Banlaw.

The buyer must comply with all applicable export control laws, sanctions regulations, anti-bribery laws and anti-corruption legislation applicable in Australia, the United States and any jurisdiction in which the goods or services are supplied.

No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach. Should any part of this Agreement be or become invalid, that part will be severed from this Agreement. Such invalidity will not affect the validity of the remaining provisions of the Agreement.

End of Terms.

Approval Date: Tuesday, August 25, 2026

Sebastian Hoppe, Chief Executive Officer