END USER SUBSCRIPTION AGREEMENT   **November 1, 2020**

This End User Subscription Agreement (the "Agreement") governs the purchase, access, and use of Products by the Client that is named or listed on an Order (hereinafter "Client" or "You" or "Your").

In order to use or receive the benefits of any Product, You must purchase the applicable Product through an Order. If Phriendly Phishing introduces new Products in the future, such Products will be governed by this Agreement, depending on their Product category (i.e. SaaS, Software, Hardware, etc.).

If You are receiving access to or use of Products for proof of concept, beta testing, interactive demo, or other similar evaluative purposes (the "Evaluation Products"), then You may only use the Evaluation Products for Your own internal evaluation purposes for a period of up to thirty (30) days (or a pre-set shorter period for interactive demos) from the date of first access to the Evaluation Products. You and Phriendly Phishing may, upon mutual written agreement, extend the Evaluation Period. At the end of the Evaluation Period, You must delete all Software and other components (including Documentation) related to the Evaluation Products, or You may be invoiced for the then-current list price for the Evaluation Products. If you are evaluating SaaS, You understand that Phriendly Phishing may disable access to the SaaS automatically at the end of the Evaluation Period, without notice to You. At the end of the Evaluation Period, Client Data will be deleted pursuant to Phriendly Phishing's six (6) month retention periods, unless otherwise agreed to by the parties. If You are participating in an interactive demo, You agree and understand that You will receive one instance of the SaaS which is shared with other prospective Phriendly Phishing customers and users. For any Evaluation Products, only Sections 4, 5.7, 6, 9, 10, 11, 12, and the applicable Definitions in Section 1 of this Agreement shall apply.

If you have arrived at this page during the process of installing, downloading, accessing, or deploying a product, you acknowledge and agree that by proceeding with the installation, download, access, deployment, or use of the product, you agree to be bound by the terms and conditions in this agreement. If you do not unconditionally agree to the foregoing, discontinue the installation, download, access, deployment, or use. If you proceed with installation, download, access, deployment, or use, you are representing and warranting that you are authorized to bind the client.

This Agreement may be periodically updated and the current version will be posted at www.cybersecurity.com.au/phriendlyphishing/legal Your continued use of the Products after a revised Agreement has been posted constitutes your acceptance of its terms.

1.   DEFINITIONS

1.1   **"Affiliate"** means any entity controlled, directly or indirectly, by, under common control with, or controlling a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power-to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

1.2   **"Aggregated Data"** means Client Data that is (i) anonymized, and not identifiable to any person or entity, (ii) combined with the data of other customers or additional data sources, and (iii) presented in a manner from which Client's or Authorized Users' identity may not be derived.

1.3   "**Authorized User**" means an employee, agent, contractor, or other third party authorized by Client and/or its Affiliates to access, use, download, deploy, or install the Products.

1.4   **"Client Data"** means all data or information submitted by or on behalf of Client to the Products.

1.5   **"Deployment Services"** means the deployment services provided by Phriendly Phishing to Client, as further described in the Product Sheets.

1.6   **"Documentation"** means the documentation and usage guides for the Products, as updated from time to time by Phriendly Phishing.

1.7   **"Fees"** means any fees paid or to be paid for Products under an Order.

1.8   **"Force Majeure Event"** means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by Phriendly Phishing, or acts undertaken by third parties, including without limitation denial of service attacks.

1.9   **"Hardware"** means the Phriendly Phishing-provided hardware used to connect to the SaaS, as further described in the Product Sheets.

1.10   **"Intellectual Property Rights"** means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.11   **"Order"** means a written order form/sales proposal, purchase order, or similar ordering document for Products submitted to, and approved, by Phriendly Phishing and/or Partner.

1.12 **"Partner"** means the Phriendly Phishing-approved partner authorized by Phriendly Phishing to resell or otherwise provide Products to end user customers.

1.13 **"Products"** means, collectively, all Phriendly Phishing SaaS, Software, Hardware, Deployment Services, and Support Services, including all Upgrades.

1.14 **"Product Sheets"** means the Phriendly Phishing Materials available at www.cybercx.com.au/phriendlyphishing/product-sheets that provide Product descriptions, service levels, and terms applicable to specific Products.

1.15 **"SaaS"** means the subscription cloud-based service provided by Phriendly Phishing for the Subscription Term set forth in the Order, as further described in the Product Sheets.

1.16 **"Software"** means any Phriendly Phishing software, utility, tool or other computer or program code, in object (binary) or source-code form provided, directly or indirectly to Client as well as any copies (whether complete or partial) made by or on Client's behalf, as further described in the Product Sheets. The term "Software" also includes any updates, upgrades or other new features, functionality or enhancements to the Software made available directly or indirectly to Client.

1.17 **"Subscription Term"** means the Initial Subscription Term and all Renewal Subscription Terms (as defined in Section 7.2) together.

1.18 **"Support Services"** means the support services provided by Phriendly Phishing with respect to each applicable Product, as further described in the Product Sheets.

1.19 **"Upgrades"** means all cloudwide modifications, enhancements and corrections to the Products made by Phriendly Phishing, including corrections of failures to conform to or to operate in accordance with the Documentation; temporary and permanent error corrections delivered as part of the Support Services; and all additions, updates, new versions and releases, and new features, and changes made by Phriendly Phishing in response to legal, technological or other developments. For clarity, "Upgrades" does not include any additional features or enhancements made available to customers by Phriendly Phishing for an additional cost.

1.20 **"Phriendly Phishing"** means Phriendly Phishing, Inc., a Delaware corporation with its principal place of business at 120 Holger Way, San Jose, CA 95134 USA.

1.21 **"Phriendly Phishing Materials"** means all Phriendly Phishing proprietary materials, Intellectual Property Rights for all Products and Documentation, Phriendly Phishing's processes and methods, and/or materials distributed by Phriendly Phishing during any presentations, proof of concepts, or demonstrations of Phriendly Phishing Products.

2   ORDERS. Client and/or Client Affiliates may purchase Products through an Order. All Orders shall be governed by the terms and conditions in this Agreement regarding Client's and its Affiliate's access and use of the Products. For clarity, Phriendly Phishing will not be obligated to provide any Products to Client or its Affiliate(s) until Phriendly Phishing receives a valid Order for such Products. Client and any Client Affiliate agrees that its purchase of any Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Phriendly Phishing with respect to any future functionality or features.

3   PAYMENT. Unless otherwise agreed to in writing by the parties, Fees and payment terms shall be agreed and documented between Client and/or its Affiliate(s) and the Partner.

4   INTELLECTUAL PROPERTY; RESTRICTIONS; AND GUIDELINES

4.1   Ownership and Intellectual Property Rights

4.1.1   Phriendly Phishing. All rights and title in and to the Products, Phriendly Phishing Materials, and Documentation, including all Intellectual Property Rights inherent therein, belong exclusively to Phriendly Phishing and its licensors. No rights are granted to Client other than as expressly set forth in this Agreement.

4.1.2   Client. All rights and title in and to the Client Data, including all Intellectual Property Rights inherent therein, belong exclusively to Client. No rights are granted to Phriendly Phishing other than as expressly set forth in this Agreement.

4.2   Restrictions. Client and its Authorized Users (i) shall not (a) modify, copy, display, republish or create derivative works based on the Products or Phriendly Phishing Materials; (b) reverse engineer the Products; (c) access the Products in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (d) use the Products to send spam or otherwise duplicative or unsolicited messages in violation of any applicable laws and/or regulations; (e) use the Products to send infringing, obscene, threatening, libelous, or otherwise unlawful material; (f) use the Products to access blocked services in violation of any applicable laws and/or regulations; (g) upload to the Products or use the Products to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (h) use the Products to run automated queries to external websites (as the website may blacklist Phriendly Phishing IPs for all of its customers); (i) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (j) attempt to gain unauthorized access to the Products or its related systems or networks; (k) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products; (l) perform penetration or load testing on the Products or Phriendly Phishing's cloud without the prior written

consent of Phriendly Phishing and agreeing to certain conditions and requirements for such penetration or load testing; or (m) without the express prior written consent of Phriendly Phishing, conduct any public benchmarking or comparative study or analysis involving the Products; and (ii) agree to (a) use the Products solely for its internal business purposes; (b) only permit access to the Products by Authorized Users; (c) only access and use the Products in accordance with this Agreement and all applicable Documentation provided by Phriendly Phishing; and (d) not access or use the Products from an embargoed nation, including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation, in violation of U.S. trade and economic sanctions.

4.3   **Client Guidelines and Responsibilities.** Client agrees and understands that: (i) it is responsible for all activity of Authorized Users and for Authorized Users' compliance with this Agreement; (ii) it shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (b) prevent unauthorized access to, or use of, the Products, and notify Phriendly Phishing promptly of any such unauthorized access or use; and (c) comply with all applicable laws and/or regulations in using the Products; (iii) the Products shall not include Client's connection to the Internet or any equipment or third party licenses necessary for Client to use the Products, which shall be Client's sole responsibility; (iv) it is responsible for supplying Phriendly Phishing with any technical data and other information and authorizations that Phriendly Phishing may reasonably request to allow Phriendly Phishing to provide the Products to Client; and (v) Phriendly Phishing shall have the right to: (a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Products (collectively "Feedback"); (b) utilize information collected regarding Client's use of the Products for the purposes of (1) maintaining, improving and/or analyzing the SaaS, including providing advanced analytics and reporting to Client, (2) complying with all legal or contractual requirements, and/or (3) making use of Aggregated Data for the purpose of further developing and enhancing the Products; and (c) develop and commercialize benchmarks and measures based on Aggregated Data. The foregoing shall in no way limit Phriendly Phishing's confidentiality and security obligations set forth in this Agreement. Phriendly Phishing acknowledges that all Feedback is provided "As-Is" without warranty of any type.

4.4   **Phriendly Phishing Guidelines and Responsibilities.**

4.4.1   Phriendly Phishing shall process, use, and/or access Client Data only for the purpose of providing the Products to Client. Phriendly Phishing may process and store Client Data in the European Economic Area (the "EEA"), the United States and in other countries and territories; however, during the initial deployment process the Client Data will reside in Australia. To facilitate global operations, Phriendly Phishing may transfer and access Client Data from around the world, including from other countries in which Phriendly Phishing has operations. Any such transfers will be done in compliance with applicable laws and regulations. Phriendly Phishing reserves the right to manage

bandwidth or route traffic across the Internet in a commercially optimal way, provided such actions do not compromise Phriendly Phishing's obligations under this Agreement.

4.4.2 Phriendly Phishing maintains reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Client Data from loss, misuses, unauthorized access, disclosure, alteration, and destruction ("Security Measures"). Phriendly Phishing is operated under its security policies as made available and System and Organization Controls (SOC) 2, Type II standards and is audited annually to ensure its ongoing compliance with these certifications. Phriendly Phishing regularly tests, assesses and evaluates the effectiveness of the Security Measures. Upon written request, Phriendly Phishing agrees to provide Client with a copy of its security policy and/or SOC 2, Type II report. Phriendly Phishing will not materially decrease the Security Measures during the Subscription Term. Phriendly Phishing will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and subcontractors/sub-processors to the extent applicable to their scope of performance.

4.4.3 Phriendly Phishing reserves the right to suspend Client's access to or download of Products in the event Client's use of the Products represents an imminent threat to Phriendly Phishing's network, Phriendly Phishing becomes aware of any abuse or contravention of lawful use, or if directed by a court or competent authority. In such cases, Phriendly Phishing will (i) suspend such Products only to the extent reasonably necessary to prevent any abuse, contravention of laws or any harm to Phriendly Phishing's network (for example, blocking offending source IP addresses); (ii) use its reasonable efforts to promptly contact Client and give Client the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Client to promptly resolve the issues causing the suspension of such Products; and (iii) reinstate any suspended Products immediately after any issue is abated.

5   WARRANTIES

5.1   Mutual Warranty.   Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

5.2   SaaS and Software Warranty. Phriendly Phishing warrants that the SaaS and/or Software will be free of defects under normal use and substantially conforms to the Documentation. If Client believes the warranty stated in this Section has been breached, Client must notify Phriendly Phishing of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and Phriendly Phishing will promptly correct the non-conformity at its own expense if a breach of this warranty occurred.

5.3   Hardware Warranty. Phriendly Phishing warrants that the Hardware will perform substantially in accordance with the applicable Documentation. If Client believes the warranty stated in this Section has been breached, Client must notify Phriendly

Phishing of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and Phriendly Phishing will promptly correct the non-conformity at its own expense if a breach of this warranty occurred.

5.4   **Deployment Services Warranty.** Phriendly Phishing warrants that the Deployment Services will be performed in a professional manner in accordance with industry standards for like services. If Client believes the warranty stated in this Section has been breached, Client must notify Phriendly Phishing of the breach no later than thirty (30) days following the date the Deployment Services was provided, and Phriendly Phishing will promptly correct or re-perform the Deployment Services at its own expense if a breach of this warranty occurred..

5.5   **Support Services Warranty**. Phriendly Phishing warrants that the Support Services, will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. Phriendly Phishing's obligation to provide Support Services, directly or otherwise, does not include services requested as a result of causes or errors which are not attributable to Phriendly Phishing or its authorized agents. If, upon investigating the cause of the incident, Phriendly Phishing determines that there is a defect in the Product, Phriendly Phishing will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Client agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

5.6   **Warranty Remedies.** Except for the Service Credits described in the Product Sheets, the remedies stated in Sections 5.2 through 5.5 above are the sole and exclusive remedies, and Phriendly Phishing's only obligation, with respect to Products that fail to comply with the foregoing warranties.

5.7   **Disclaimer of Warranties.** Except for the express warranties set forth herein, all products are provided on an "as is" basis without any warranty whatsoever. Phriendly phishing expressly disclaims, to the maximum extent permissible under applicable law, all warranties, express, implied and statutory, including without limitation any implied warranty of merchantability, fitness for a particular purpose, accuracy, noninfringement, or that the products will be error-free.

6   CONFIDENTIAL INFORMATION

6.1   **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Client Data, the Products, the Phriendly Phishing Materials, Phriendly Phishing's security

information and reports, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

6.2 **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information to its personnel and its auditors who are subject to the same confidentiality obligations, and may disclose Confidential Information to its attorneys and accountants who are either subject to professional obligations of confidentiality or have agreed to be bound by confidentiality obligations at least as protective as those set out herein.

6.3 **Protection.** Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

6.4 **Compelled Disclosure**. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, or if the Receiving Party is compelled to disclose (or is likely to become compelled to disclose) any Confidential Information of the Disclosing Party pursuant to Section 6.4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts or seek a protective order regarding such acts.

7 TERM AND TERMINATION

7.1 **Agreement Term.** This Agreement shall continue in effect for the Subscription Term.

7.2 **Order Term**. The term of Client's subscription to the Products will begin on the start date set forth in an Order and will continue for the period of time stated in the Order ("Initial Subscription Term"). Prior to the end of the Initial Subscription Term, the length and pricing for a renewal term will be agreed to ("Renewal Subscription

Term"); otherwise, Client's subscription will terminate at the end of the Initial Subscription Term (or the then-applicable Renewal Subscription Term).

7.3   Termination for Material Breach. Either party may terminate this Agreement and any Order: (i) if the other party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.4   Effect of Termination. The following provisions shall survive the termination of this Agreement and all Orders: Section 3 (Payment), Section 4 (Intellectual Property; Restrictions; and Guidelines), Section 5.7 (Disclaimer of Warranties), Section 6 (Confidential Information), Section 7.4 (Effect of Termination), Section 8 (Indemnity), Section 9 (Limitation of Liability), Section 10 (Data Protection and Privacy), Section 11 (Export Control, Anti-Corruption, and Commercial Item Software), and Section 12 (General Provisions).

8   INDEMNITY

8.1   Phriendly Phishing Indemnity. Phriendly Phishing will, subject to Section 9 (Limitation of Liability), indemnify and hold Client harmless, from and against any claim against Client by reason of Client's use of the Products as permitted hereunder, brought by a third party alleging that the Products or Phriendly Phishing Materials infringe or misappropriate a third party's valid United States or Australian patent, copyright, trademark or trade secret. Phriendly Phishing shall, at its expense, defend such claim and pay damages finally awarded against Client in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Phriendly Phishing for such defense. If the Products, or parts thereof, become, or in Phriendly Phishing's opinion may become, the subject of an infringement claim, Phriendly Phishing may, at its option: (a) procure for Client the right to continue using the Products as set forth herein; (b) replace or modify the Products to make it non-infringing, provided such replacement or modification does not compromise Phriendly Phishing's obligations under this Agreement; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Phriendly Phishing, terminate this Agreement and the applicable Order and refund Client, on a pro-rated basis, any pre-paid Fees for the corresponding unused portion of the Subscription Term. Phriendly Phishing will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by: (i) Client's use of a Product not in accordance with the Documentation; (ii) modification of a Product by anyone other than Phriendly Phishing; or (iii) the combination, operation, or use of any Product with other hardware or software not provided by Phriendly Phishing where the Products would not by itself be infringing. This section 8.1 states phriendly phishing's entire liability and client's sole remedy with respect to any infringement of intellectual property rights by the products or phriendly phishing materials.

8.2   Client Indemnity. Client will indemnify and hold Phriendly Phishing harmless against any claim brought by a third party against Phriendly Phishing arising from or related to Client's violation of Section 4.2 of this Agreement.

8.3   Indemnity Procedure. The indemnification obligations in this Section shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

9   LIMITATION OF LIABILITY

9.1   Waiver of Consequential Damages. To the maximum extent permitted by applicable law, in no event will either party be liable for any indirect, special, incidental, consequential, punitive, exemplary damages of any kind, or any lost profits or lost savings, however caused, whether for breach or repudiation of contract, tort, breach of warranty, negligence, or otherwise, whether or not such party was advised of the possibility of such loss or damages.

9.2   Limitation of Monetary Damages. To the maximum extent permitted by applicable law, each party's aggregate liability arising out of this agreement and any order shall be limited to the total fees paid or payable to phriendly phishing during the twelve (12) months immediately preceding the first occurrence of the event(s) giving rise to such liability for the applicable product giving rise to the liability.

10   DATA PROTECTION AND PRIVACY

10.1   Scope. This Section 10 applies to all personal data (as defined under applicable laws) processed by the Products on behalf of Client or otherwise provided by Client to Phriendly Phishing in connection with this Agreement ("Personal Data"). For purposes of this Agreement, Phriendly Phishing is a "processor" that processes certain Personal Data on behalf of Client, who is the "controller." Under European Union (EU) privacy legislation, the term "controller" is defined as the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data, and the term "processor" is defined as a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

10.2   Data Protection and Privacy. Phriendly Phishing shall comply with all data protection and privacy laws applicable to its processing of Personal Data, including (without limitation) the Australian Privacy Act 1988 and the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR").

10.3   Client Responsibilities. Client's instructions to Phriendly Phishing for the processing of Personal Data shall comply with all applicable privacy and data

protection laws. Client will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data. Client shall ensure that it is entitled to transfer the Personal Data to Phriendly Phishing so that Phriendly Phishing may lawfully use, process and transfer the Personal Data in accordance with this Agreement on Client's behalf.

11   EXPORT COMPLIANCE, ANTI-CORRUPTION, AND COMMERCIAL ITEM SOFTWARE

11.1   **Export Compliance**. The Products and other software or components of the Products which Phriendly Phishing may provide or make available to Client may be subject to United States export control and economic sanctions laws and other foreign trade controls. The parties agree to comply with applicable laws in connection with this Agreement, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls.

11.2   **Anti-Corruption.**   In performing this Agreement, the parties agree to comply at all times with the applicable laws related to money-laundering, bribery, and anti-corruption, including the Foreign Corrupt Practices Act, the UK Anti-bribery Act, and any other applicable anti-corruption legislations ("Anti-corruption Laws"). Each of the parties agrees and warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12   GENERAL PROVISIONS

12.1   **Relationship of the Parties.**   The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.2   **Notices**. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the Legal Department of the receiving party, and sent to the party's address as listed in the Order, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

12.3   **Waiver and Cumulative Remedies.**   No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.4   **Severability.**   If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement

shall remain in full force and effect.

12.5   **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety, without the consent of the other party, to: (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6   **Governing Law.** This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

12.7   **Force Majeure.** Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is due to a Force Majeure Event. The party affected shall be relieved from its obligations (or part thereof) for the time that the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event.

12.8   **Entire Agreement.** This Agreement, including the Product Sheets, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions set forth on any purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.