

<b>Loqate Harmony API Services Agreement</b>	
Supplier, we, our, us	<p><b>Mastersoft Group Pty Ltd</b>            ABN 91 151 055 800            Level 3, 20 Bond Street, Sydney, NSW 2000            (Loqate ANZ and/or Mastersoft)</p> <p>Contact: Sales Support            Email: <a href="mailto:salesupport@gbgplc.com">salesupport@gbgplc.com</a></p>
Recipient,you/your	<b>Your details entered in Loqate ANZ sign up form.</b>
Licensed Services	<b>See Schedule 1</b>
Commencement Date	<b>See Schedule 1</b>
Fees	<b>See Schedule 1</b>

- NB:** Alert notifications are sent to by Mastersoft Group when the Recipient are:
- close to exceeding the annual contracted validation volumes, or
  - nearing the end of the contract term

## RECITALS

- The Supplier performs the business activity of supplying data management services, validation and enhancement.
- The Supplier in the course of providing the services grants software licences to customers for the purpose of accessing and using the services.
- The Recipient wishes to receive the Services (as described in Schedule 1 of this Agreement) and the Licenses (as described in Schedule 1 of this Agreement) that may be required to access and use the Services.
- The Supplier will supply the Services subject to the provisions of this Agreement.

### Term

This Agreement commences on the Commencement Date and continues for an initial period of 12 months from the Commencement Date unless otherwise stated in Schedule 1 and will automatically renew on an annual basis, unless earlier terminated in accordance with the Agreement.

## 1. DEFINITIONS

### Capitalised Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this provision, unless the context otherwise requires.

**“Agreement”** means this Harmony API Services Agreement including Schedule 1 (Fees), Schedule 2 (Australia Post Mandatory Recipient Terms), Schedule 3 (G-NAF Mandatory User Licence), Schedule 4 (Product support services) and Schedule 5 (Privacy Notices).

**“Consequential Losses”** means any loss or damage which is indirect, consequential, special, exemplary or incidental, any loss of profits, revenue, anticipated saving or business opportunity, damage to goodwill or loss of data, however caused or arising.

**“End User”** means any customer of yours to whom you make available or propose to make available the Services;

**“External Supplier”** means any entity which provides to the Supplier for the provision of the Service any data, information, software or remote hosting of cloud services;

**“Fees”** means the charges specified under the caption Licence Fee or Service Fee in Schedule 1;

**“GDPR”** means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

**“GST Law”** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**“Insolvency Event”** in relation to a party (insolvent party) means:

- a) the insolvent party ceases or takes steps to cease to conduct its business in the normal manner;
- b) the insolvent party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- c) the insolvent party is unable to pay its debts when they are due or is deemed under the Corporations Act 2001 (Cth) to be insolvent;
- d) (d) a liquidator or provisional liquidator is appointed to the insolvent party or a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertakings of the insolvent party; or
- e) an application or order is made or a resolution is passed for the winding up of the insolvent party.

**“IP Claim”** has the meaning given to that term in Clause 9.1.

**“Licence”** means any licence in relation to the Services granted by the Supplier to the Recipient, including the Licensed Items;

**“Licensed Items”** means any software, the data contained therein and any related documentation made available by MasterSoft to the Recipient (as described in Schedule 1 - Licensed Items).

**“Licence Term”** means the term described in Item 3 of Schedule 1.

**“Limited Trial”** means use of the Services for a Trial Period, subject to the terms set out at Schedules 1 to 3.

**“Loss”** includes any cost (including reasonable legal costs on a solicitor and client basis, whether incurred by or awarded against the relevant party), expense, loss, damage, charge or liability;

**“Permitted Purpose”** means the permitted purpose as defined in Schedule 1 - Licensed Items.

**“Prohibited Purpose”** means each of the prohibited purpose to sell, transfer, supply or otherwise deal with the Supplier’s Solutions. Further defined in Clause 16 of Schedule 2.

**“Purpose”** means the internal business purpose of the Recipient (including assisting with provision of its products and services and engaging with its customers).

**“Representative”** means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates.

**“Services”** means the supplying of data management services including address validation services (including the provision of the Licenses) and all other services supplied by Mastersoft to the Recipient under or in connection with this Agreement.

**“Service Commencement Date”** means the date specified under the caption Commencement Date in schedule 1;

**“Solution”** means the Supplier’s solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and is licensed to the Recipient under this Agreement.

**“Submitted Transaction”** means a single address selected by a user or customer and submitted through to a back-end system or systems.

**“Supply Documentation”** means each document or reference item containing information or instructions relating to the operation of the Services, provided or disclosed by the Supplier to the Recipient;

**“Support Service”** means any support service specified in Schedule 3 (Support Services);

**“Tax Invoice”** has the meaning given by the GST Law.

**“Trial Period”** means a period limited by time and/or transactions that We provide to You at our absolute discretion, at no fee or charge to you, which may be withdrawn at any time by Us without notice to You.

**“US Privacy and Data Protection Requirements”** means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, and/or the California Consumer Privacy Act 2018 (CCPA) (as detailed at Schedule 5) any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines and instructions issued under any of the above by relevant national authorities or a judicial authority in the United States.

**“Unexpected Delay”** means any delay in providing the updated Solution that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

**“Term”** means the period commencing on the Commencement Date and ending on the expiry of the period specified in Item 3 of Schedule 1;

## **2. LICENCE SUPPLY**

### **2.1 Software Licence**

The Supplier grants to the Recipient an irrevocable, non-exclusive and non-transferable licence to use and access the Services during the Licence Term for the Purpose.

### **2.2 Licence Support**

During the Term, the Supplier will provide the Support Service required for the recipient to use and access the Services.

## **3. CHARGES**

3.1 The Supplier will issue a Tax Invoice for the Fees which the Recipient must pay within 30 days.

3.2 Unless otherwise stated in the Tax Invoice the Fees exclude GST. You agree to pay any applicable GST we may be required to apply to the Fees by law upon provision of a Tax Invoice to you.

3.3 The Recipient must pay to the Supplier the Fees, in the amount and on the dates specified under the caption Licence Fee in Items 4 and 5 Schedule 1.

3.4 The Supplier and the Recipient will agree a process for monitoring the address lookups using the Service. Where the Recipient can evidence (by reference to the Recipients systems) that address lookups using the Service appear to be, but are not initiated from the Recipient's systems:

- a) such address lookups will not be classified as Submitted Transactions and will not be included in the calculation of the Licence Fee; and
- b) the Supplier will work with the Recipient to prevent such address lookups from occurring.

## **4. RECIPIENT RESPONSIBILITIES AND TERMS OF USE**

4.1 The Recipient represents and warrants that:

- a) it has full capacity, power and authority to enter into this Agreement;
- b) it will fully and completely comply with all of the terms and conditions of this Agreement;
- c) it will only use the Service for the Permitted Purposes and it will not use the Service for any Prohibited Purpose;
- d) it will not make any representation, statement or promise in respect of the Service, and has no authority to do so; and
- e) it has not relied on any representation made by the Supplier in entering into the Agreement.
- f) Without limiting this clause, the Recipient acknowledges that the Supplier, and any External Supplier, has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the Service or to them being virus free.

4.2 The Recipient acknowledges and accepts that the Service is not complete and it may contain errors.

4.3 The Recipient acknowledges that the Service may include data sourced from third parties. The Recipient agrees to comply with third party terms and conditions which apply to the third party data referenced in this Agreement to the extent that the Recipient has been notified of those terms and conditions and has consented to comply with them.

4.4 The Recipient acknowledges that the Services are provided solely for the Recipient's own internal use. The Recipient shall not attempt to nor actually resell, sub-licence, or transfer the Services (or any part or facility of it, including the Output Material) to any third party without first entering into an appropriate agreement signed by an authorised signatory of the Supplier.

- 4.5 The Recipient agrees that where the Recipient's use of the Services exceeds a sustained 100 transactions per second for two (2) minutes or more without the Supplier's prior written consent, the Supplier shall be entitled to take reasonable steps (including throttling or blocking the Recipient's use of the Services) in order to protect the Supplier's infrastructure and the Supplier's other clients' usage.
- 4.6 The Recipient is responsible for the security and proper use of all user identities (User IDs) and/or passwords used in connection with the Services (including maintaining and enforcing a robust password policy).
- 4.7 The Recipient shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Recipient will be responsible for all charges for the Services where its User ID has been used to access the Services.
- 4.8 The Recipient must immediately inform the Supplier if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 4.9 The Supplier reserves the right to suspend User ID and password access to the Services at any time the Supplier reasonably considers that there is or is likely to be a breach of security or misuse of the Services and/or to require the Recipient to change any or all of the passwords used by the Recipient in connection with the Services.
- 4.10 The Supplier may suspend all or part of the Services immediately and without notice in the event that the Recipient breaches or the Supplier reasonably suspects that the Recipient has committed a material breach of any term of this Agreement.

## **5. LIMITATION OF LIABILITY**

- 5.1 We are not responsible:
  - a) if you or an End User fails to use the Services in accordance with the Agreement;
  - b) for any fraudulent or other illegal activities conducted by you or an End User in using the Services;
  - c) if any equipment or software including any browser or server software operated by a third party fails, if a computer virus enters your system as a result of the Services, except to the extent it was caused or contributed to by us;
  - d) for any damage to equipment, hardware, programs or data, whether stored or used with the Service or otherwise, including the costs of repairing such equipment or hardware and the costs of recovering such programs or data, except to the extent it was caused or contributed to by us.
- 5.2 To the extent permitted by law, other than to the extent expressly set out in this Agreement, we make no representations or warranties either express or implied, in relation to the quality, merchantability, performance or fitness for a particular purpose of the Services:
  - a) that the Services will meet your requirements;
  - b) that your use of the Services will be uninterrupted or error free or that any errors or defects in the Services will be corrected; or
  - c) regarding the interoperability, compatibility or coexistence of the Service with your operating system or particular network environment or hardware.

- 5.3 Each party's liability to the other for any Loss or cause of action however arising (including for negligence or under any indemnity) is limited to the amount payable by you under the Agreement during the previous 12 month period.
- 5.4 A party will only be liable to the other party for that proportion of the total Loss that that party has caused or to which that party has contributed.
- 5.5 A party will not be liable for any Loss, or failure to provide the Services which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete Information or for any Consequential Losses.
- 5.6 The limits on liability in this clause do not apply to any Loss or cause of action arising from an IP Claim, death or personal injury caused by us, our fraud or willful misconduct, or your obligation to pay the Fees.
- 5.7 Each party will indemnify the other party for any Loss incurred by the other party arising out of any death or personal injury, or any fraud or willful misconduct caused by that party.
- 5.8 You indemnify us for any Loss incurred by us as a result from you not using the Service in accordance with the Purpose or failure to pay the Fees.

## 6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights existing prior to the date of this Agreement shall belong to the party that owned such rights immediately prior to execution of the Agreement. Neither party shall gain by virtue of this Agreement any intellectual property rights owned by the other.
- 6.2 The Services are protected by Intellectual Property Rights; the Recipient must not copy, store, adapt, modify, transmit or distribute the Services except to Users or permit anyone else to do the same.
- 6.3 We and our External Suppliers will retain ownership of all intellectual property in the Services, any Supply Documentation, and variations of the Services (including any amendments, enhancements, modifications or updates).
- 6.4 Any new intellectual property rights in Australia Post PAF created by the Recipient or for the benefit of the Recipient are assigned immediately upon creation to Australia Post Distribution.
- 6.5 You must notify us immediately of becoming aware of any suspected infringement or alleged infringement by an End User or anyone else of the intellectual property rights in the Services. You agree to co-operate with us in relation to any suspected or alleged misuse or infringement involving your End User.

## 7. CONFIDENTIALITY

- 7.1 Each of us acknowledges that all confidential information disclosed or made available by one party (the Disclosing Party) to the other party (the Recipient) in connection with this Agreement is to be considered confidential and the proprietary property of the Disclosing Party. The Recipient agrees to:
- maintain the Disclosing Party's confidential information in trust and confidence and limit its use to the Purpose set out in this Agreement;
  - use at least the same degree of care as it employs in protecting its own trade secrets, proprietary and confidential information from disclosure and unauthorised use, but always at least a reasonable degree of care; and
  - not disclose all or any portion of the specifications, techniques and information relating to the Services or the Solution (including the use, functionality or performance of the Solution) to any third parties, other than as permitted by this Agreement.

- 7.2 The Recipient may disclose confidential information of the Disclosing Party:
- that is required to be disclosed by applicable law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional standard, as long as the Recipient:
  - discloses only the minimum amount of confidential information required to satisfy the law or rules; and
  - before disclosing any confidential information, to the extent permitted by law, gives a reasonable amount of notice to the Disclosing Party and takes all reasonable steps (whether required by the other party or not) to maintain that confidential information in confidence.
- 7.3 The Recipient acknowledges that the confidential information disclosed to it constitutes valuable and proprietary information of the Disclosing Party.
- 7.4 The Recipient acknowledges that damages may not be a sufficient remedy for the Disclosing Party for any breach of the Agreement and the Disclosing Party and its Representatives are entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement by the Recipient or any of its Representatives, in addition to any other remedies available at law or in equity.
- 7.5 Your observations, feedback or comments on the Services or the Solution may be your Confidential information. We may use such observations, feedback and comments for the purpose of improving the Service.

## 8. TERMINATION

- 8.1 Either party may terminate the Agreement immediately by prior written notice to the other party if:
- the other party commits a breach of the Agreement which is capable of remedy, and fails to remedy that breach within 30 business days from the date the first party notifies the other party of that breach;
  - the other party commits a material breach of any of its obligations under the Agreement, which is not capable of remedy;
  - there is a change of circumstances beyond our reasonable control (such as regulatory related developments) that prevents us from providing the Services to you; or
  - an Insolvency Event occurs in relation to the other party;
- 8.2 Upon termination of the Licence for the Solution, as described in Schedule 2, this Agreement will be automatically terminated.
- 8.3 If the Agreement is terminated in whole or in part under this clause, you must, at your own cost in respect of the terminated Services:
- pay any outstanding Fees to us up to the date of termination;
  - cease using the Services and ensure End Users cease using the Service;
  - remove the Service and any references to the it from the your website or anywhere else it is located and to certify that removal in writing to us; and
  - where requested by us, return or destroy any Supply Documentation or any of our property to us.

## 9. INDEMNITIES

- 9.1 We will indemnify you against any Loss suffered or incurred by you arising out of any claim that use of the Service in accordance with this Agreement infringes the intellectual property rights or moral rights of any person (IP Claim).
- 9.2 Each party must promptly notify the other of any IP Claim of which it has notice (unless the other party is already aware of the IP Claim). You agree to provide assistance reasonably requested by us to defend



any IP Claim. We will have sole control of the defence of any IP Claim and any resulting settlement negotiations.

- 9.3 If an IP Claim is made, we will (without prejudice to our obligations above) promptly and at our own expense, either:
- a) procure for you the right to continue to use the relevant Service as contemplated under this Agreement free of any claim or liability for infringement; or
  - b) (replace or modify the relevant Service so that it becomes non-infringing (provided such replacement or modification continues to provide the same performance and functionality and does not adversely affect the use of the relevant Solution or Service);
  - c) and if and only if our efforts to procure the right for you to continue using the Service, or replacement or modification of the Service have been exhausted, terminate this Agreement immediately with written notice to you.
- 9.4 We will have no obligation to defend and indemnify you for any IP Claim to the extent that the IP Claim results from.
- a) a correction or modification of the relevant Service by a third party authorised by you or not provided or authorized by us;
  - b) use of the relevant Service other than in accordance with the Purpose, our direction or the Agreement; or
  - c) the combination of the relevant Service with any other software or service without our approval.

## 10. WARRANTIES

- 10.1 Each party represents and warrants that it:
- a) is entitled to enter into the Agreement and perform its obligations under this Agreement;
  - b) has all licenses, authorisations, consents, approvals and permits required by applicable laws in order to perform its obligations under the Agreement;
  - c) will at all times comply with any applicable laws;
  - d) shall comply with their respective obligations under the applicable Privacy and Data Protection Requirements and the terms of this Agreement including, to the extent applicable, those terms contained in Schedule 5; and
  - e) will at all times have in place appropriate security and virus detection software and processes (such as firewalls) in order to prevent and detect computer viruses and/or unauthorised access to its IT system.
- 10.2 To the extent permitted by law, we disclaim all warranties and conditions, either express or implied, in relation to the Services other than any written warranty made in the Agreement. This includes, without limitation, any warranties in relation to accuracy or availability of the Services. Our total liability for any breach of a term, condition or warranty implied by law and which cannot be excluded is limited to providing the Services again.
- 10.3 You will, and warrant that you will, ensure that the Services and any information any End User acquires by reason of that End User utilising the Services, is used only for the Purpose and otherwise in accordance with the terms of the Agreement.
- 10.4 We represent and warrant that:
- a) we hold and will at all times maintain all necessary licences and consents to provide the Services;
  - b) in performing our obligations under the Agreement, we will exercise the degree of care, diligence and skill expected of a service provider supplying the same class of Services;
  - c) the Services shall perform materially in accordance with the Supply Documentation; and



d) we will provide you support and abide by the performance expectations set out in Schedule 3.

## 11. AUDIT RIGHTS

- 11.1 The Parties acknowledge and accept that, due to the nature of the Services provided, a mutual audit right is required for each Party (the “**Auditing Party**”) to be able to verify and monitor the other Party’s compliance with its material obligations under this Agreement (the “**Audited Party**”). The following provisions of this clause 11 are to give effect to that requirement.
- 11.2 Upon receipt of the Auditing Party’s reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party’s compliance with its obligations under this Agreement. Such information and records may be redacted to remove confidential commercial information not relevant to the request.
- 11.3 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organization who will act as the point of contact for provision of the information required.
- 11.4 Subject to clauses 11.5 to 11.7, where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party’s obligations to a regulatory body (or in Suppliers case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party’s premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party’s compliance with its obligations under this Agreement.
- 11.5 Audits shall not be carried out on more than one occasion per year of this Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (or in the case of Supplier, one of Supplier’s third party suppliers engaged in connection with the Service). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or Data Supplier in the case of Supplier) in respect of any such audit imposed on the Audited Party.
- 11.6 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party’s performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.
- 11.7 The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

## **12. DISPUTE RESOLUTION**

12.1 Each party agrees to:

- a) in the event of dispute, give prompt notice to the other party with the reasonably detailed particulars of the dispute;
- b) promptly after the receipt of notice of a dispute, arrange to meet to discuss the dispute and negotiate in good faith to resolve the dispute without resorting to legal proceedings; and
- c) if the parties are unable to solve the dispute in accordance with the above, use reasonable endeavours to resolve any dispute that arises in connection with the Agreement by mediation before bringing a legal claim or starting legal proceedings against the other.

12.2 Nothing in this clause, prevents either party from seeking any urgent interlocutory, injunctive or equitable relief in relation to its rights under the Agreement.

12.3 Both parties will pay their own costs in relation to this clause.

## **13. COSTS**

13.1 Each party must pay its own costs in relation to:

- a) (documentation): the negotiation, preparation, execution, performance, amendment or registration of, or any consent give or made; and
- b) (performance): the performance of any action by that party in compliance with any liability arising, under this Agreement, or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

## **14. ASSIGNMENT**

14.1 Neither party may transfer any right or liability under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except where this Agreement provides otherwise.

## **15. NOTICES**

15.1 Form

Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender.

15.2 Service Method

Any notice may be served by delivery in person or by post or facsimile transmission to the address or number of the recipient as set out in page 1 of this Agreement or as otherwise notified in accordance

with this Clause 14, and is effective for the purposes of this Agreement upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report.

## 16. GOVERNING LAW AND JURISDICTION

### 16.1 Governing Law

This Agreement is governed by the laws of New South Wales and the parties submit to the jurisdiction of its courts.

## 17. GENERAL PROVISION

### 17.1 Waivers

Any failure or delay by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

### 17.2 Force Majeure

- a) Neither party is liable to the other party for any loss incurred by that other party as a direct result of either party failing or being prevented, hindered or delayed in the performance of its liability under this Agreement by reason of a force majeure event.
- b) The party affected by a force majeure event must as soon as practicable notify the other party in writing of any anticipated delay due to that force majeure event and use all reasonable endeavours to perform its liability under this Agreement.
- c) Either party may terminate this Agreement immediately on providing written notice to the other, if the delay due to the force majeure event continues for a period in excess of the period of 30 days from the date of notification.

### 17.3 Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

### 17.4 Severability

Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

### 17.5 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

## 18. DICTIONARY

**“business day”** means a day that is not a Saturday, Sunday or public holiday in Sydney, Australia.

**“confidential information”** means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (a) information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (b) any information, findings, data or analysis derived from Confidential Information; (c) the existence and terms of this Agreement; and (d) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

**“customer”** includes any customer, client, contact, licensee, buyer or purchaser, or any employee or agent of any customer within any previous meaning;

**“dollar”** or **“\$”** means the lawful currency of the Commonwealth of Australia at any time;

**“force majeure event”** in relation to any person, means any fact beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any liability of that person under any agreement, including:

- a) any act of God, peril of the sea or unavoidable accident of navigation;
- b) war or hostilities, whether declared or undeclared, terrorist action, sabotage, riot, insurrection, civil commotion, malicious damage or national, federal, state, district or local emergency, whether factual or legal;
- c) fire, flood, storm, cyclone, lightning strike, earthquake or landslide;
- d) explosion, epidemic, quarantine, radiation or radioactive contamination;
- e) failure breakdown or shortage of any power, water, communications or other supplies or services from any public utility or supply of fuel, labour or material; and
- f) any governmental requisition or illegality due to change of law;
- g) computer hacking, sabotage or failure by any external party or supplier

but excluding any fact resulting from any action, or omission, of default of that person, or any employee or agent of that person;

**“GST”** means any tax under any GST law as defined in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999;

**“intellectual property”** in relation to any person means any intellectual , industrial or commercial property, right or interest of that person, whether within or outside Australia, including:

- a) any patent, trade mark, service mark or design;
- a) any copyright, including any future copyright or analogous or similar right;
- b) any utility model, eligible layout right or plant variety right;
- c) any business, trade or commercial name or designation, brand name, domain name, logo, symbol, source indication or origin appellation;
- d) any confidential information;
- e) any other industrial, commercial, agricultural or extractive right derived from intellectual knowledge or activity of any industrial, scientific, literary or artistic nature or description, whether relating to any manufactured or natural product or otherwise, including any works or subject-matter other than works;
- f) any exclusive or non-exclusive licence, licence agreement or other right to use or grant the user of, or to become the registered proprietor or use of, any previous item;
- g) any application for registration, right to apply for or maintain any registration or other right arising under any legal action in relation to any previous item; and
- h) any document of title, letters patent, deed of grant or other document or agreement relating to any previous item, whether registered or unregistered or recorded or unrecorded, stored or incorporated in any medium of any nature or description;

**“software”** in relation to any person, means any computer software developed by or for, owned by or licensed to that person, or any related entity or associate entity of that person, including any application and data for access or use on, through or in conjunction with the internet or any website;

## Schedule 1 – Fees

### 1 Commencement Date

With immediate effect from the time that You complete registration for the Services.

### 2 Licensed Items

Item #	Licensed Items	Purpose	Submitted Transactions Limit	Service Fee exc GST	Overages Rate	Licence Term
1	Address Validation	Validate Addresses	1,000	\$0 during Limited Trial only	\$0.20	30 days
2	Address Cleanse	Validate Addresses	-	-	Contact us	Not licenced
3	Reverse Geocode Address Validation	Validate Addresses	-	-	Contact us	Not licenced
4	Address Parse	Structured address data	-	-	Contact us	Not licenced
5	Email Validation	Validate Email	-	-	Contact us	Not licenced
6	Phone Validation	Validate phone	-	-	Contact us	Not licenced
7	Business Validation	Validate Businesses	-	-	Contact us	Not licenced
8	Match	Match customer records	-	-	Contact us	Not licenced
9	Moved Suppression	Enhance address data	-	-	Contact us	Not licenced
10	Deceased Suppression	Enhance address data	-	-	Contact us	Not licenced
11	What3words	Enhance data	-	-	Contact us	Not licenced
12	NZ property ownership	Validate owner	-	-	Contact us	Not licenced

### 3 **Licence Term**

The Licence Term commences on the Commencement Date and continues for an initial minimum period of twelve (12) months unless otherwise stated in the Licensed Items Licence Term from the Commencement Date and will automatically renew on an annual basis thereafter; unless terminated earlier in accordance with the Agreement.

### 4 **Service Fee**

The Service Fee applying for the first year alone of the Licence Term commencing from the Commencement Date will be as Item 2 Licensed Items.

The Service Fee due is based on Licence Term; payable annually on the anniversary of the Commencement date.

The Supplier reserves the right to increase and/or change the Service Fee giving 30 days' notice at the commence date anniversary.

#### **Overages**

Additional Submitted Transactions over the Submitted Transactions Limit within a Licence term will be considered Overages. Overages are charged at the Overages Rate plus GST per Additional Submitted Transactions above the Submitted Transactions Limit and will be invoiced by the Supplier monthly.

### 5 **Transactions**

Transactions are considered Submitted Transactions for billing purposes for Harmony API if:

- a. the Harmony API retrieve call has been installed by you, the number of Submitted Transactions received from the retrieve call will be chargeable. This appears in billing as 'transactions';
- b. the Harmony API retrieve call is not installed; then 20% of the total number of find calls will be chargeable. This appears in billing as 'lookups'.

Installing the retrieve call is the expected method. This clause exist to provide billing clarity should an installation not be as expected.

The Supplier provides access to a self-service portal to enable you access to the Submitted Transaction report; and a notification will be sent to you at usage intervals between 50% and 100% of your annual volume of submitted transactions has been consumed.

You can add additional notifications if you require these.

**6 Additional terms for international address services**

- a) Mastersoft and its parent entity GBG manage global datasets requiring each country and/or dataset requiring us to maintain additional terms for our end users (You).

The Additional terms for international address services are pass down terms supplied to us by our data suppliers in entirety. We've have tried to simplify it as best we can.

For the Harmony API product, these Additional Terms are located at our webpage for Location Capture, at: <https://www.gbgplc.com/en/legal-and-regulatory/additional-terms/captureplus/> and/or are contained as a Schedule of this agreement.

*Tick applicable datasets*

- Australia Post Mandatory Recipient Terms (Schedule 2 of this agreement)
- G-NAF Mandatory User Licence (Schedule 3 of this agreement)
- Canada Post Data | ID Numbers 200333 & 200392
- Germany PARCEL LOCKER DATA GERMANY | ID NUMBER 201201
- Global Address (AZ) 200940
- Global Address (U) 200947
- Global USA | ID number 101576
- GLOBAL ADDRESS S48 | ID NUMBER 201377
- MULTIPLE RESIDENCE DATA | ID NUMBER 100548 - 100550 & 100556-100557
- NEW ZEALAND POST DATA | ID NUMBER 200949
- UK ROYAL MAIL PAF | ID NUMBER 100533-100535, 100540, 100542, 100537, 100556, 100557, 100562-100564, 100567& 200335
- UPRN & LAT/LONG | ID NUMBER 201141

Additional Terms for each country and/or dataset are also available at:

<https://www.gbgplc.com/en/legal-and-regulatory/additional-terms/>



## Schedule 2 – Australia Post Mandatory Recipient Terms

### 1. Definitions

#### Capitalised Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this provision, unless the context otherwise requires.

“**AMAS**” means the Australia Post Address Matching Approval System, which is the AMAS Program.

“**AMAS Approved Software**” means the version of software produced by the Supplier that encapsulates or uses the PostConnect Data and approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can Validate, match and correct address files, and append correct DPIDs, the software shall include any modifications to that software or new releases or versions of that software approved by Australia Post.

“**Claim**” means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

“**Corporate Group**” means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.

“**Corporate Group Owner**” means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.

“**Delivery Point Identifier**” or “**DPID**” means an eight character code which has been developed by Australia Post to enable delivery points to be uniquely identified.

“**Existing Address Database**” means an address owned or provided by the Recipient or a third party (including but not limited to an address which may be provided in a database, list, file or similar or provided as part of an interactive address capture process described as a “rapid” product as described in the AMAS Developers Guide) but which expressly excludes the PostConnect Data.

“**List Creation**” means the use of the Supplier Solution by the Recipient to create a new record or records containing address information or to enter a new address for an existing record provided that:

- a) the Recipient only uses the Supplier Solution to Validate the address information for the record on or about the same time as the address is collected and entered into the Recipient’s records;
- b) the records created by the Recipient this way must not include any information from the PostConnect Data (including but not limited to DPID) other than the address information; and
- c) the Recipient must not represent that its records have been verified against the PostConnect Data.

“**Loss**” includes any cost (including reasonable legal costs on a solicitor and client basis, whether incurred by or awarded against the relevant party), expense, loss, damage, charge or liability;

“**Permitted Purpose**” and “**Prohibited Purpose**” are defined in Clauses 15 and 16, respectively, of this Schedule 2.

“**Personal Information**” has the meaning given to that term in the Privacy Act 1988 (Cth).

“**Postal Address File**” or “**PAF**” or “**PAF Basic**” means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of:

- a) a DPID; and AUSTRALIA POST
- b) the address details in a correct address format; and
- c) reference files that contain common variations to the address details.

“**PostConnect Data**” means each data set which is supplied and licensed to the Supplier by Australia Post, and licensed by the Supplier to the Recipient, as specified Schedule 1.

**“Privacy Law”** means the Privacy Act 1988(Cth) and any legislation from time to time in force in any Australia affecting privacy ,Personal Information or the collection, handling, storage, processing, use or disclosure of Personal Information.

**“Related Body Corporate”** has the meaning set out in section 50 of the Corporations Act 2001.

**“Single Legal Entities”** means an individual person, body corporate or other legal entity.

**“Solution”** means the Supplier’s solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and is licensed to the Recipient under this Agreement.

**“Validate”** means matching, correcting (including adding missing data to an existing address), manipulating, sorting, comparing and/or validating an Existing Address Database, and Validation and Validating have corresponding meanings

## 2. Licence

- 2.1 Supplier grants to the Recipient a non-exclusive, non-transferable, revocable licence for the Licence Term to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.
- 2.2 If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
- 2.3 Any rights not specifically granted to the Recipient under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the Recipient must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.
- 2.4 For the avoidance of doubt, the Recipient shall not:
- a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the PostConnect Data (or directly or indirectly allow or cause a third party to do the same) including by using the PostConnect Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
  - b) create a Product (as defined below) or other derivative works from the PostConnect Data to commercialise as their own, unless that Product is solely for one of the Permitted Purposes. "Product" means anything produced by the Recipient which consists of, incorporates or is created using any part of the PostConnect Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
- 2.5 This Clause 2 (and the Prohibited Purposes) does not prevent the Recipient from disclosing PostConnect Data to the extent that it is required or authorised by law to disclose the PostConnect Data, provided that the Recipient uses all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the PostConnect Data confidential.

## 3. Warranties and Acknowledgements

- 3.1 The Recipient represents and warrants that:
- a) it has full capacity, power and authority to enter into this Agreement;
  - b) it will fully and completely comply with all of the terms and conditions of this Agreement;
  - c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
  - d) it will not use the Solution for any Prohibited Purpose;
  - e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
  - f) it has not relied on any representation made by Australia Post in entering into the Agreement.
- 3.2 Without limiting this clause, the Recipient acknowledges that Australia Post has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the PostConnect Data or to them being virus free.
- 3.3 The Recipient acknowledges and accepts that the PostConnect Data is not complete and it may contain errors.
- 3.4 The Recipient acknowledges that the PostConnect Data may include data sourced from third parties. The Recipient agrees to comply with third party terms and conditions which apply to the third party data

referenced in this Agreement to the extent that the Recipient has been notified of those terms and conditions and has consented to comply with them.

#### **4. Confidentiality and Security**

- 4.1 The Recipient must ensure that while the Solution is in its possession or control:
- a) it provides proper and secure storage for the Solution; and
  - b) use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
  - c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
- 4.2 Confidentiality and security obligations apply to all forms of media upon which the Solution is kept or transmitted.
- 4.3 The Recipient will ensure that all copies of the Solution are dealt with in accordance with the Supplier's or Australia Post's reasonable directions.
- 4.4 This Clause 4 will survive termination or expiry of the Agreement.

#### **5. Privacy**

- 5.1 The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
- 5.2 The Recipient agrees:
- a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
  - b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
  - c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
  - d) not to do any act or engage in any practice that would breach any Privacy Law;
  - e) to immediately notify the Supplier if the Recipient becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the Recipient, its Related Body Corporate or any of its Representatives;
  - f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
  - g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
  - h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
  - i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the Recipient that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3 This Clause 5 will survive termination or expiry of the Agreement.

## **6. Intellectual Property Rights**

6.1 The Recipient agrees that all intellectual property rights in the PostConnect Data are and shall remain the sole property of Australia Post or its Suppliers.

6.2 The Recipient must notify the Supplier as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of intellectual property rights in the Solution or in the PostConnect Data.

6.3 The Recipient must render all reasonable assistance to the Supplier and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in Clause 6.2.

6.4 If a third party makes a IP Claim against the Recipient alleging that the Solution infringes the Intellectual Property Rights of the third party, the Recipient must immediately allow the Supplier (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5 This Clause 6 will survive termination or expiry of the Agreement.

## **7. Audit**

7.1 Recipient shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the Recipient's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.

7.2 If it is identified (through the Audit or otherwise) that the Recipient has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Supplier, the Recipient will promptly take all necessary steps to rectify and / or remedy such non-compliance.

7.3 The cost of any Audit carried out under Clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the Recipient of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the Recipient for all reasonable costs of the Audit (including any agent's fees) and the Recipient shall so reimburse Australia Post within twenty (20) Business Days of such request.

7.4 For the avoidance of doubt, a "material breach" for the purposes of this Clause 7 includes, without limitation, any breach of Australia Post's Intellectual Property Rights or any breach of material terms.

7.5 Where the Recipient does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with Clause 7.1 then the Recipient must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the Recipient's use of the Solution.

## **8. Liability**

### **Australia Post not liable**

8.1 To the extent permitted by law, Australia Post is not liable to the Recipient for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the Recipient releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

8.2 Without limiting Clause 8.1 To the extent permitted by law, Australia Post is not liable to the Recipient for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, to the extent permitted by law, Australia Post will not be liable to the Recipient for any

loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the Recipient arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

## **9. Indemnity**

- 9.1 The Recipient must defend and indemnify Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:
- a) any breach of a Material Term by the Recipient or its Representatives;
  - b) any unlawful act by the Recipient or its Representative in connection with this Agreement;
  - c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Recipient or its Representative; or
  - d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Recipient or its Representative,
  - e) except to the extent that the Loss is caused by the negligence or wrongful act or omission of those indemnified.
  - f) This Clause 9.1 will survive termination or expiry of the Agreement.

## **10. Suspension and Termination**

- 10.1 The Supplier may limit, suspend or terminate the Recipient's rights under this Agreement at any time upon notice when, and for the duration of the period during which:
- a) the Recipient contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
  - b) the Recipient breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Supplier specifying the breach and its intention to terminate the Agreement by reason of such breach; or
  - c) the Recipient commits a material breach of the Agreement which is not remediable; or
  - d) in the reasonable opinion of the Supplier, the Recipient is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Supplier specifying the issues; or
  - e) the licensed right granted by Australia Post to the Supplier for the licensing of the PostConnect Data has been suspended or terminated. Any such termination by the Supplier pursuant to this Clause 10.1e) will result in a pro-rata refund to the Recipient of any Fee which the Recipient has paid to the Supplier in advance.
- 10.2 The Recipient acknowledges that the Supplier may exercise its rights under this clause in accordance with the directions of Australia Post.
- 10.3 The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
- a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
  - b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.

10.4 If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the Recipient must cease using the Solution and the PostConnect Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and PostConnect Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Supplier, deliver a statutory declaration sworn by an authorised representative of the Recipient confirming that all copies, reproductions or adaptations of the Solution and PostConnect Data, and any part thereof, have been destroyed.

## **11. Variation**

11.1 Pursuant to the agreement between the Supplier and Australia Post under which the Supplier is granted a licence to the PostConnect Data, Australia Post reserves the right to vary the terms of the agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Supplier may do so, provided that the Supplier gives the Recipient reasonable prior notice of such variation (having regard to the period of notice received by the Supplier). The Recipient undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Supplier to formalise and give effect to any and all variations made by the Supplier under this Clause 11.1.

## **12. Changes in Legislation**

12.1 Notwithstanding any other provision of this Agreement, the Recipient acknowledges and agrees that Australia Post and or the Supplier must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Supplier's use of the PostConnect Data, including any restrictions or limitations relating to the supply of PostConnect Data or elements thereof to any person, and the terms of this Agreement, and the Recipient's agreements with any other parties, will be varied accordingly.

## **13. General**

13.1 The Recipient shall not, without the Supplier's prior written consent which must not be unreasonably withheld, assign or sub-contract any of its rights and obligations under this Agreement.

13.2 The Supplier holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Supplier may enforce those provisions on behalf of Australia Post.

13.3 The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

## **14. Corporate Group Owner**

14.1 This Clause 14 applies if the Recipient is a Corporate Group Owner.

14.2 The Corporate Group for the purposes of this Agreement consists of the following entities [#Party to insert the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group].

14.3 The Recipient must ensure, and warrants that:

- a) each entity of the Corporate Group is a Subsidiary of the Recipient at all times during the term of this Agreement; and
- b) each entity of the Corporate Group is a Single Legal Entity.

14.4 The Recipient may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the Recipient under Clause 1 of this Schedule 2, subject to the following conditions:

- a) the Recipient must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the Recipient, would be a breach of this Agreement;



- b) the Recipient is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the Recipient; and
- c) all uses of the Solution and PostConnect Data by the Corporate Group members are deemed to be uses by the Recipient.

## **15. Recipient Permitted Purpose and Prohibited Purpose**

### **15.1 Permitted Purposes**

Each of the purposes set out in this Clause 15.1 is a "Permitted Purpose" in respect of the use of the PostConnect Data by an Recipient under an Recipient Agreement:

- a) use the Supplier's AMAS Approved Software for evaluation purposes, for a maximum period of 3 months;
- b) use the Supplier's AMAS Approved Software to Validate addresses and append DPIDs in an Existing Address Database solely owned by the Recipient for the internal business purpose of the Recipient;
- d) use the Supplier's AMAS Approved Software to Validate addresses in Existing Address Database solely owned by the Recipient for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the Recipient;
- e) use the Supplier's AMAS Approved Software to Validate addresses and append DPIDs in Existing Address Databases owned by other Recipients for the strict purpose of preparation the addresses for mail lodgement for the internal business purpose of the Recipient. No part of the Validated addresses or any derived information resulting from the address validation may be passed back to the owner of the address database unless it is strictly related to the barcoding of mail.
- f) use the Supplier's AMAS Approved Software for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:
  - i. the Recipient does not use the Supplier's AMAS Approved Software to perform List Creation on behalf of another person, or as a part of data entry services that the Recipient offers to another person; and
  - ii. the Recipient does not systematically use the Supplier's AMAS Approved Software to create a list or set of records that is substantially similar or competitive to the PostConnect Data; and
  - iii. disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the Recipient Agreement) to another person (including subsidiaries, agents and franchisees of the Recipient), on the condition that:
  - iv. The recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
  - v. the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the Recipient and not any other purpose.

## **16. Prohibited Purposes**

16.1 Each of the purposes set out in this Clause 16 is a "Prohibited Purpose" in respect of the use of the PostConnect Data by the Recipient:

- a) sell, transfer, supply or otherwise deal with the Supplier's AMAS Approved Software;
- b) use the PostConnect Data other than through the permitted functionalities of the Supplier's AMAS Approved Software;
- c) use the Supplier's AMAS Approved Software to Validate addresses and or/append DPID's to an Existing Address Database which is not owned by the Recipient and the purpose of it is not for mail lodgement for the internal business purpose of the Recipient;
- d) use the Supplier's AMAS Approved Software to Validate addresses and/or append DPID's to an Existing Address Database, whether owned by the Recipient or not, for the purpose of on selling or commercial gain (including commercial gain from any derive insights), but this paragraph does not

- prohibit the Recipient from using the AMAS Approved Software for List Creation in accordance with Clause 15.1e);
- e) use the Supplier's AMAS Approved Software for List Creation other than in accordance with Clause 15.1e);
  - f) provide Validated addresses to third parties unless those third parties are contracted to carry out some work on behalf of the Recipient strictly in accordance with the Recipient's Permitted Purpose or except as permitted by Clause 15.1e) or 15.1f) or where authorised or required by applicable law; and
  - g) to reverse engineer, disassemble, alter or modify the Supplier's AMAS Approved Software.

### **SCHEDULE 3 – G-NAF Mandatory User Licence**

This Service Incorporates or developed using G-NAF ©PSMA Australia Limited licensed by the Commonwealth of Australia under the [Open Geo-coded National Address File \(G-NAF\) End User Licence Agreement](#), which can be found at:

<https://data.gov.au/dataset/geocoded-national-address-file-g-naf/resource/09f74802-08b1-4214-a6ea-3591b2753d30>

The Geocoded National Address File (G-NAF) is produced by PSMA Australia Limited (PSMA), an unlisted public company formed by the nine governments of Australia to collate and standardise, format and aggregate location data from each of the jurisdictions into authoritative location based national datasets.

### **Schedule 4 – Product Support Services**

The provision of Support Services by Mastersoft under the Support Agreement is a remedial service intended to correct any failure of Licensed Programs to operate in accordance with the functional specifications for those Programs as described in the Documentation relating to those Programs.

The Product Support Services defined in this document apply from 1 September 2015 unless or until amended or replaced by Mastersoft.

#### **Definitions**

The following words have these meanings in this document:

**"Business Day"** means any day from Monday to Friday (excluding public holidays in New South Wales).

**"Business Hours"** means the period 8.30 am to 5.00 pm Australian Eastern Standard time on any Business Day.

**"Documentation"** means the instruction manuals, user guides and other documentation specifying the functionality and operation of the Licensed Programs.

**"Harmony Suite"** means the Harmony modules licensed by you that are installed on your internal systems infrastructure.

**"Help Desk"** means the facility made available by Mastersoft by which the Licensee is able to obtain information and advice by email from a representative of Mastersoft about the operation of the Programs.

**"Licence Agreement"** means the written agreement between Mastersoft and the Licensee under which Mastersoft grants to the Licensee the right to use the Licensed Programs.

**"Licensed Programs"** means the Programs which the Licensee is licensed to use by Mastersoft.

**"Licensee"** means the entity to which Mastersoft has granted a licence to use its Programs being the Licensee specified in the Licence Agreement.

**"Programs"** means the computer software programs marketed by Mastersoft from time to time.

**"Problem"** means any failure of the Licensed Programs to meet the functional specifications for those Programs described in the Documentation.

**"Support Agreement"** means a written agreement between Mastersoft and the Licensee under which Mastersoft agrees to provide support services to the Licensee (which will generally be contained in the Licence Agreement).

**"Support Request"** means a request for support made by a Licensee under the Support Agreement in accordance with the procedures set out in this document.

**"Support Consultant"** means the consultant assigned by Mastersoft to the resolution of a Licensee's Problem.

**"You"** refers to the Licensee.

### **Objectives**

Mastersoft's support group is available to assist Mastersoft's licensees make use of its Programs. The group answers technical questions and resolves technical problems. This Support is provided from Mastersoft's Sydney office through the Help Desk.

An important goal of the support group is to ensure that any technical roadblocks encountered along the way are removed as quickly as possible.

An underlying assumption made by Mastersoft is that its licensees have been trained in the use of the Programs and have endeavoured to fix a problem with a Program before making a call to the Help Desk.

The Help Desk is available during normal Business Hours.

Support Services need to be viewed in the context of the overall professional services offered by Mastersoft to its licensees. Mastersoft also offers extensive training and consulting to ensure that the very best use is made of its software methodologies to assist in building solutions that meet its customers' business requirements.

### **Requesting Support**

If a problem arises which qualifies for the provision of support by Mastersoft and you are unable to fix the problem, then you should request support during Business Hours by contacting the Help Desk:

Email: [msg.support@gbgplc.com](mailto:msg.support@gbgplc.com)

Phone (Australia): 1800 312 860

Phone (New Zealand): 0800 449 573

A Support Request should be prepared by someone within your organisation with knowledge of the Problem and who is able to work with the Support Consultant on the resolution of the Problem.

When placing a Support Request you must have the following information available:

- Product name and version;
- Operating environment if applicable;
- JVM version
- Operating environment and version
- Web Application server (if applicable)
- Virtual or Physical environment
- Whether the problem occurred in batch, web services or both
- Description of Problem, including any error messages displayed; and
- Sample record or application demonstrating the problem.

A Problem qualifies for support where:

- The Licensee has complied with its obligations under the Licence Agreement;
- The Licensed Program (to which the Problem relates) is the subject of a current Support Agreement at the time at which the Support Request is made; and
- Mastersoft has not suspended the provision of services under the Support Agreement as a result of a breach of the Licence Agreement or the Support Agreement.

**Note:** Mastersoft can also provide Software Support outside Business Hours. Should you want to avail of fixed or ad hoc after Business Hours support, please contact your Account Manager.

### **Management of Support Requests**

- Your Support Request will be logged into Mastersoft's Problem Management System. This is done for the purpose of enabling the progress of Support Requests to be monitored by Mastersoft and for the purpose of enabling Mastersoft to maintain a database of all Problems that arise in relation to its Programs.
- The Problem database is available to all of Mastersoft's consultants and assists with a speedy resolution of Problems.
- Your Support Request will be given a Service Request (SR) Number, which you should quote in all future communication with Mastersoft about the Problem to which the Number relates.

### **Implementation of Support**

Once your Support Request has been logged by Mastersoft and if the Help Desk personnel are unable to resolve the Problem, it will be assigned to a Support Consultant. This Support Consultant is responsible for resolving the Problem, keeping you informed of the progress towards resolution of the Problem and managing Problem escalation (if applicable).

The Support Consultant will endeavour to identify the Problem and provide the solution to you over the telephone. Where necessary your Support Consultant will endeavour to replicate the Problem in Mastersoft's internal technical environment. Where the Support Consultant has made reasonable efforts to resolve the Problem in this manner and the Problem remains unresolved the Support Consultant may visit your site to further progress resolution activities.

You must assist Mastersoft to provide support by making someone available to work with the Support Consultant in the identification and resolution of the Problem.

### Severity Level

Your Support Consultant will assign a severity level to your Problem. This will be done in consultation with you. The severity level will be selected from the table below.

The severity level is used by Mastersoft to determine the level of response to give to the Problem and to prioritise your Support Request against others, which it has received.

Problems (from whichever source) which have been given the same severity level are generally dealt with by Mastersoft on a "first reported" basis.

Severity Level	Definition
<b>Very High</b>	Problem is of the utmost urgency – a critical problem or product emergency. The problem critically impacts an important production application or an important development project. No mutually agreeable workaround identified. Immediate solution to problem required.
<b>High</b>	Severe problem. An issue is severely impacting development progress or production environment. No mutually agreeable workaround identified. Assistance needed to fix or bypass as soon as possible.
<b>Medium</b>	Standard support request. Customer work is disrupted but not halted.
<b>Low</b>	Low priority. There is an error in the product or documentation; however it has little impact on development or production environments. Solution required in a future release or level set. No significant effect on customer project plans. These calls are processed last.

### Resolution Time

Mastersoft will aim to have your Problem resolved, according to the assigned severity level, in accordance with the resolution timetable below.

Severity Level	Resolution Times	Escalation Procedures	Update / Status Review Times
<b>Very High</b>	Problem requires urgent and immediate resolution. Customer and Mastersoft customer support agree to work around the clock to identify the cause of the problem, develop suitable workaround(s) and/or produce a software correction. If a software correction is required then full time development resource(s) will be assigned to develop, test, and release the software correction as soon as possible.	Please refer to the escalation procedure documented below. Note: The Mastersoft GM Product Development is informed at stage 3 and daily updates of progress are provided to the GM Product Development.	At least every 4 Business Hours
<b>High</b>	Problem requires urgent resolution. Customer and Mastersoft may agree to work outside normal business hours. If a software correction is required then full time development resource(s) will be assigned to develop, test, and release the software correction as soon as possible	Problem may be escalated to Very High by mutual agreement if no workaround has been found within 2 Business Days.	At least every Business Day
<b>Medium</b>	Problem requires timely resolution, ideally within the next 5 working days. If a software correction is required it will be created and issued to the originator of the problem. All such software correction requests are evaluated by Mastersoft on a business needs basis, which means that not all requests for a medium level software correction will be successful.	Problem may be escalated to High by mutual agreement if no workaround has been found within 5 Business Days OR if the perceived impact of the problem has increased.	At least every 5 Business Days
<b>Low</b>	Solution required in a future release of the software. Problem status reviewed on a quarterly basis with customer until closed.	Problem should not be escalated.	At least every 3 months



## Schedule 5 – Privacy Notices

### SCHEDULE 5A: GDPR PRIVACY NOTICE

#### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this GDPR Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

"**Controller**" means 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; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

"**Data Subject**" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of this Agreement, this may include an individual whose details are provided to GBG by the Client as part of the Client Data or whose details are contained within the Supplier Data.

"**EEA**" shall have the same meaning as given to it in clause 4.1.

"**Personal Data**" shall have the meaning set out in the GDPR specifically any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Processor**" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

"**Sub-processor**" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"**Supervisory Authority**" means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

#### 2. GENERAL

- 2.1 Both Parties warrant that they will comply with their respective obligations under the European Privacy and Data Protection Requirements and the terms of this GDPR Schedule.
- 2.2 For the purpose of this GDPR Schedule, the Client is the Controller and GBG is the Processor.

#### 3. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

- 3.1 The Client warrants and represents that all instructions provided to GBG in relation to the processing of Client Data are lawful and shall as a minimum include:
- The nature and purpose of the processing of the Client Data;
  - The types of Personal Data to be processed; and
  - The categories of Data Subjects to whom the Personal Data relates.
- 3.2 The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement and this GDPR Schedule. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.
- 3.3 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Client Data for the purposes of carrying out the Services as set out in the Agreement.
- 3.4 The Parties acknowledge and accept that processing of Personal Data belonging to an EEA Data Subject and/or the processing of Personal Data in the context of the activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified on this GDPR Schedule or Order Form as may be applicable) applies:
- the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
  - processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
  - processing is necessary for compliance with a legal obligation to which the Controller is subject;
  - processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;

- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

#### **4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA**

4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the European Economic Area ("EEA") or to an international organization (unless GBG is otherwise required to process Client Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes European Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under European Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organizational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under European Privacy and Data Protection Requirements, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with European Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organizational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to:
  - (i) keep Personal Data secure (Article 32 GDPR);
  - (ii) notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
  - (iii) advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
  - (iv) carry out data protection impact assessments (Article 35 GDPR); and
  - (v) consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
- (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under European Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Client;
- (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this GDPR Schedule and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 6; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorized to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless European

Union, Member States and/or UK Law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).

## **5. USE OF SUPPLIER DATA**

- 5.1 Where the Client uses or receives Supplier Data as part of the Services, the Client acknowledges that:
- (a) the Supplier Data may be subject to Additional Terms;
  - (b) where relevant for the provision of Services under the Agreement, the Client shall comply with the Additional Terms; and
  - (c) where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.
- 5.2 GBG shall promptly notify the Client in the event of a change to the Additional Terms.

## **6. AUDIT RIGHTS**

- 6.1 Upon the Client's reasonable request, GBG agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this GDPR Schedule) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of this GDPR Schedule, within 14 days of receipt of such request, and to notify the Client of the person within GBG's organization who will act as the point of contact for provision of the information required by the Client.
- 6.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR (or where applicable Article 22 of the LED), the Client will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this GDPR Schedule.
- 6.3 Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.
- 6.4 Any audit right granted to GBG under the Agreement shall remain in full force and effect. In the event that there is no audit right in favor of GBG or the audit right contained in the Agreement in favor of GBG is not sufficient to enable it to verify and monitor the Client's compliance with its data protection and security obligations under the terms of this GDPR Schedule, then, GBG shall be entitled to carry out an audit of the Client on reciprocal terms as those set out in clauses 6.1, 6.2 and 6.3.

## **7. USE OF SUB-PROCESSORS**

- 7.1 The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data GBG shall:
- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this GDPR Schedule to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 5.1(c), providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR;
  - (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this GDPR Schedule; and
  - (c) where required by law, GBG shall inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.

## **8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS**

- 8.1 GBG shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 8 shall apply.

- 8.2 **Transfer subject to adequate safeguards:** Subject to clauses 8.3 and 8.4, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.
- 8.3 **Transfers based on adequacy decisions:** Clause 8.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.
- 8.4 **Derogations for specific situations:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 8.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:
- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
  - (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
  - (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
  - (d) the transfer is necessary for important reasons of public interest;
  - (e) the transfer is necessary for the establishment, exercise or defense of legal claims;
  - (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
  - (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.
- The terms of this clause 8.4 shall not apply where the Client is subject to LED. In such circumstance clause 8.5 of this GDPR Schedule shall apply.
- 8.5 **Derogations for specific situations where the LED is applicable to the Client:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 8.2/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:
- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
  - (b) to safeguard legitimate interest of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
  - (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
  - (d) in individual cases for the purposes set out in Article 1 (1) LED; or
  - (e) in an individual case for the purpose set out in Article 1 (1) LED.

## 9. SECURITY

- 9.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

## 10. LIABILITY

- 10.1 Neither Party excludes or limits its liability in respect of the terms of this GDPR Schedule.

## 11. MISCELLANEOUS

- 11.1 This GDPR Schedule and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.
- 11.2 A person who is not a Party to this GDPR Schedule has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of this GDPR Schedule.
- 11.3 Where applicable, the Parties agree that if, upon review following GDPR and LED coming into force, the provisions of this GDPR Schedule do not comply with GDPR or LED then both Parties agree to cooperate in good faith to re-negotiate the terms of this GDPR Schedule to ensure compliance with GDPR or LED.

## SCHEDULE 5B: UNITED STATES PRIVACY NOTICE

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this US Privacy Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

“**Applicable Law(s)**” means all federal, state, provincial and local laws, rules, regulations, directives, and government requirements and guidance currently in effect and as they become effective relating in any way to privacy, confidentiality, and security that are applicable to Personal Information, including but not limited to CCPA. For the avoidance of doubt, ‘Applicable Laws’ shall not include the General Data Protection Regulations which (where relevant) shall be addressed as a separate Schedule and/or contractual provisions under the Agreement.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and any of its corresponding regulations and guidance that may be issued pursuant to CCPA from time to time.

“**Business**” means the entity which alone or jointly with others determines the purposes and means of Processing of Personal Information. The definition of Business shall include, but shall not be limited to “business” as it is defined under CCPA.

“**Personal Information**” means any information relating, directly or indirectly, to an identified or identifiable natural person or household that GBG collects or otherwise handles in connection with performing functions under the Agreement. The definition of Personal Information shall include, but shall not be limited to “personal information” as it is defined under CCPA.

“**Processing**” means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means. The definition of Processing shall include, but shall not be limited to “processing” as such term is defined under CCPA. Variations of the term “Processing,” such as “Process” shall have the same meaning.

“**Service Provider**” means an entity that Processes Personal Information on behalf of a Business and to which the Business discloses Personal Information pursuant to a written contract. The definition of Service Provider shall include, but shall not be limited to “service provider” as it is defined under CCPA or the relevant Applicable Law.

### 2. DATA USE AND DISCLOSURE

- 2.1 For the purposes of all Applicable Laws, GBG is a Service Provider with respect to any Input Material that constitutes Personal Information. When acting as a Service Provider, GBG agrees not to sell (as defined under the CCPA) any Personal Information. GBG further agrees not to, unless otherwise permitted under the CCPA: (i) retain, use or disclose Personal Information for any purpose other than for the specific purpose of providing the Service under the Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Service specified in the Agreement; and (iii) retain, use, or disclose Personal Information outside of the direct business relationship between GBG and the Client. GBG certifies that it understands the restrictions set forth in this clause 2.1 and will comply with them. In connection with GBG’s Service Provider functions, if any, the Client represents and warrants that it has all necessary consents and authorizations to provide or otherwise make the Personal Information available to GBG.2.2 With respect to such Personal Information: (i) each Party is an independent Business, and (ii) each Party shall be independently required to comply with CCPA (or the relevant Applicable Law) and agrees to use, disclose, and otherwise Process Personal Information in accordance with CCPA (or the relevant Applicable Law).

### 3. CONFLICTS.

- 3.1 In the event of a conflict between a provision in this Schedule and the Agreement or any other agreement between the Parties regarding the privacy or security of Personal Information specific to the Applicable Laws, this Schedule shall take precedence; provided that if another provision provides greater protection to Personal Information, such other provision shall take precedence.

### 4. SURVIVAL.

- 4.1 This Schedule and all provisions herein shall survive so long as, and to the extent that, the Agreement continues to govern the Parties’ relationship.

### 5. MODIFICATION.

- 5.1 In the event of a change in Applicable Law, the Parties agree to negotiate in good faith to amend this Schedule as is reasonable and appropriate given the change in Applicable Law.



#### SCHEDULE 5C: AUSTRALIAN PRIVACY NOTICE

The parties acknowledge and agree that:

1. GBG is subject to the Privacy Act 1988 (Cth) including the Australian Privacy Principles (“APPs”);
2. the APPs require that GBG shall ensure that any recipient of Personal Information (as defined in the Privacy Act 1988) handles such Personal Information in accordance with the APPs;
3. Both parties must:-
  - a. only collect, use and disclose Personal Information strictly for the purpose for which that Personal Information was disclosed to it;
  - b. only store Personal Information for the period necessary to fulfil that purpose and must destroy that information when it is no longer required ;
  - c. protect Personal Information it holds from misuse, interference and loss, as well as maintain/implement systems and processes to ensure the security of personal information;
  - d. reasonably assist each other to resolve any request for access, correction or a complaint in relation to Personal Information;
  - e. provide individuals with the right to access and seek correction of Personal Information;
  - f. promptly notify the other party if it is aware of any misuse, interference and loss, unauthorised access, modification or disclosure by itself or its personnel;
  - g. only disclose Personal Information to others in compliance with these requirements after obtaining relevant consent;
  - h. Ensure where either party transfers any Personal Information offshore, it has appropriate frameworks in place to ensure the Personal Information is handled in accordance with the APP’s.
4. For the avoidance of doubt, Personal Information is a form of “Confidential Information” as defined in the Agreement.



#### SCHEDULE 5D: NEW ZEALAND PRIVACY NOTICE

1. GBG is subject to the Privacy Act 2020 including the New Zealand Information Privacy Principles (“IPPs”);
2. The IPPs require that GBG shall ensure that any recipient of Personal Information (as defined in the Privacy Act 2020) handles such Personal Information in accordance with the IPPs;
3. Both parties must:-
  - a. only collect, use and disclose Personal Information strictly for the purpose for which that Personal Information was disclosed to it;
  - b. only store Personal Information for the period necessary to fulfil that purpose and must destroy that information when it is no longer required;
  - c. protect Personal Information it holds from misuse, interference and loss, as well as maintain/implement systems and processes to ensure the security of personal information;
  - d. reasonably assist each other to resolve any request for access, correction or a complaint in relation to Personal Information;
  - e. provide individuals with the right to access and seek correction of Personal Information;
  - f. promptly notify the other party if it is aware of any misuse, interference and loss, unauthorised access, modification or disclosure by itself or its personnel;
  - g. only disclose Personal Information to others in compliance with these requirements after obtaining the appropriate consent;
  - h. Ensure where either party transfers any Personal Information outside of New Zealand, it has appropriate frameworks in place to ensure the recipient of the Personal Information is:
    - i. is subject to the Privacy Act because they do business in New Zealand
    - ii. is subject to privacy laws that provide comparable safeguards to the Privacy Act
    - iii. agrees to adequately protect the information, e.g. by using model contract clauses.
    - iv. is covered by a binding scheme or is subject to the privacy laws of a country prescribed by the New Zealand Government.
  - i. If none of the above criteria apply, both parties warrant that the cross-border disclosure will only occur with the permission of the person concerned. The person must be expressly informed that their information may not be given the same protection as provided by the New Zealand Privacy Act.
    - i. For the avoidance of doubt, Personal Information is a form of “Confidential Information” as defined in the Agreement;