

Connect Access Agreement

Connect Commercial Contract | Formalising Our Partnership

Our commercial contract model comprises two key components: **Order Form + Connect Access Agreement**



Commercial Contract

Access Agreement

Order Form

Choosing Your Commercial Model

You have two main options:

1. **Reseller Model:** InfoTrack acts as your broker and reseller through our sales channels.
2. **Referral Model:** We promote your products and send leads your way.

What's in the Order Form?

The Order Form outlines the commercial agreement between us, including:

- **Party Details:** Information about both parties involved.
- **Product Details:** What products you're selling via Connect.
- **Commercial Model:** Whether it's referral fees or commission fees.
- **Delivery Details:** How products are delivered (via API or manually).

Globally Flexibility | Contract with us in multiple countries with ease

We've included **Country-Specific Terms** so you only need one agreement, no matter where you're doing business. You can either launch in all regions at once or stagger your entry into different markets, whichever suits your strategy.

Reseller Model | We Resell Your Products

Here's how it works:

- You appoint us as your reseller and broker.
- We resell your products to our end customers through our sales channels.
- We manage the customer relationship, including invoicing & support.
- You invoice us for each product sold.

Referral Model | We Send You Leads

- If you prefer to handle the sales yourself, this model is ideal:
- We promote your products and direct potential customers to you.
- You complete the sale directly with the end user.
- In return, you pay us either:
 - **A fee per referral:** Pay per lead sent your way.
 - **A fee per converted sale:** Only pay if the lead becomes a customer.
 - **A revenue share:** We receive a percentage of the sales made from our referrals.

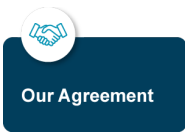


Currency

This Version 2 of the InfoTrack Connect Agreement is current from 22 April 2025. © 2025 InfoTrack Pty Limited.

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Our Agreement



Getting Started & Onboarding



Building & Connecting



Rights & Obligations



Fees & Payments



Risk & Liability



Relationship Governance



Protecting IP & Information



Compliance & General



Country-Specific Terms

Our Agreement

1. Agreement Framework

- 1.1 **Connect Access Agreement:** This Connect Access Agreement contains the terms and conditions that govern Partner's access to and use of InfoTrack Connect and the Connect APIs. The Connect Access Agreement is located at www.infotrack.com.au/legal/ConnectAccessTerms/ (**Agreement**).
- 1.2 **Accepting these Terms:** This Agreement will commence when Partner clicks an "I Accept" button or check box presented together with hyperlink to the Access Agreement (**Access Date**) and will continue until it expires or is terminated.
- 1.3 **Connect Commercial Contract:** A 'Connect Commercial Contract' contains the terms and conditions that govern the promotion and/or distribution of the Partner Products by InfoTrack and is made between InfoTrack (**InfoTrack**) and you or the entity you represent (**Partner**), comprising the following parts:
- (a) this 'Connect Access Agreement';
 - (b) the terms of the Order Form entered into between the Parties;
- (together, a **Commercial Contract**). If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency.
- 1.4 **Accepting a Commercial Contract:** A Commercial Contract will commence when the Parties execute an Order Form (**Commencement Date**) which incorporates the Access Agreement, and will continue until it expires or is terminated.
- 1.5 Partner represents to InfoTrack that Partner is lawfully able to enter into this Agreement and has legal authority to bind the organisation or entity it represents.

There are certain things you must not do when you are using InfoTrack Connect and the InfoTrack APIs (aka the InfoTrack Systems) to resell or promote your products.

2. Country-specific Terms

- 2.1 Country-specific terms and amendments to the General Terms of this Agreement are listed in the table in Schedule 1 and will apply to Partner's access to and use of InfoTrack Connect. The Parties to this Agreement are listed in the Order Form. The applicable Country-specific terms are determined by reference to the contracting InfoTrack entity as specified in the Order Form.

We've added Country-specific Terms covering Australia, Canada, New Zealand, United Kingdom and the United States, so you only need one agreement with us.

Getting Started & Onboarding

3. On-Boarding of Partner Products

- 3.1 **Role of InfoTrack:** Subject to the terms of this Agreement, InfoTrack will provide to Partner access to InfoTrack Connect and/or the Connect APIs in order for Partner to offer Partner Products for promotion to and/or purchase by Clients via an InfoTrack Sales Channel.
- 3.2 **Connect Sandbox:** Upon accepting the Access Agreement, you may access the non-production staging environment of InfoTrack Connect and Connect APIs, where you can:
- (a) create 'test' point of sale forms using the InfoTrack Connect 'form builder';
 - (b) create test 'Partner Products';
 - (c) create test orders for Partner Products using the Connect Forms; and
 - (d) build a non-production API integration to the Connect APIs (where applicable) in accordance with clause 5.
 - (e) test the order and fulfilment workflow.
- 3.3 **You must follow our approval process:** If Partner wishes for its Partner Products to be promoted, sold or distributed via an InfoTrack Sales Channel, it must submit a Connect Application for InfoTrack's approval, which includes:
- (a) the 'point of sale forms' & Partner Products created in the 'Sandbox';
 - (b) the details required in the application form for Partner Applications; and
 - (c) any Partner Terms applicable to its products or services.
- 3.4 **We have the final say:** Following receipt of a Connect Application, InfoTrack may, in its sole discretion:
- (a) notify Partner that InfoTrack accepts the Connect Application, in which case clause 3.5 will apply;
 - (b) notify Partner that InfoTrack requires further information in order to assess whether to accept the Connect Application, in which case Partner must provide the required further information to InfoTrack if it wishes to proceed with its Connect Application;
 - (c) notify Partner that InfoTrack will accept the Connect Application if Partner makes adjustments to its Connect Application; or
 - (d) notify Partner that InfoTrack rejects its Connect Application in whole or in part.
- 3.5 **Our Approval Process:** After InfoTrack accepts a Connect Application the Parties will work together in good faith to negotiate a Commercial Contract. However, for clarity, acceptance of a Connect Application does not compel either party to enter into a Commercial Contract.

InfoTrack will review your application and forms. We get the final say.

When you accept the Access Agreement, you will get access to the 'Sandbox' test environment, but you won't be able to sell any products yet.



3.6 **Go to Market:** Once the Parties have entered into a Commercial Contract:

- (a) InfoTrack will:
 - (i) promote the API integration into a live production environment; and
 - (ii) make the Partner Products available via InfoTrack Sales Channels as agreed;
 - (iii) where InfoTrack is appointed as a broker and reseller, present the Partner Terms to the Client for acceptance at the point of sale
- (b) the Partner will:
 - (i) start fulfilling orders for Partner Products received via InfoTrack Connect in a timely manner and in the format approved by InfoTrack;
 - (ii) do all other things necessary or directed by InfoTrack to fulfil orders made by Clients via InfoTrack Connect, and enable Clients to order and receive the relevant Partner Products from InfoTrack via an InfoTrack Sales Channel;
 - (iii) where InfoTrack is appointed as a 'referral partner', ensure that the Client accepts the Partner Terms at the point of sale.

When you sign a Commercial Contract, you will be able to start selling your products via InfoTrack Connect.

Building & Connecting

4. Access to InfoTrack Connect & Connect APIs

4.1 **Grant of Licence:** Subject to the restrictions set out in this clause 4, InfoTrack grants to Partner a non-exclusive, non-sublicensable, non-transferable, revocable licence for Partner (through Partner's Permitted Users) to access and use the InfoTrack Systems solely for the purpose of (as applicable):

- (a) Upon entering into the Connect Access Agreement, with respect to the InfoTrack 'Sandbox' environment, the purposes set out at clause 3.2 above;
- (b) Upon entering into a Commercial Contract:
 - (i) with respect to InfoTrack Connect, creating sales forms, promoting and making Partner Products available to Clients in accordance with the terms of this Agreement;
 - (ii) with respect to the Connect APIs, configuring the Partner API to make API Calls to the Connect API for the purposes of enabling Clients to search for, order and access Partner Products from InfoTrack Connect.

(each a **Permitted Purpose**).

4.2 **Duration of Licence:** Unless expressly stated otherwise in an Order Form, the licences granted by Partner to InfoTrack under clause 4.1 will immediately come to an end upon the earlier of:

- (a) the expiry or termination of a Commercial Contract; or
- (b) the expiry or termination of this Access Agreement.

4.3 **Permitted Users only:** InfoTrack will provide User Credentials to Partner to allow access to InfoTrack Connect and/or the Connect APIs (as applicable). Partner agrees that:

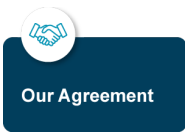
- (a) it must restrict its access to the Connect APIs and InfoTrack Connect to Partner's Permitted Users; and
- (b) Partner is responsible and remains fully liable for the acts and omissions of Partner's Permitted Users.

You are responsible for all activity on your InfoTrack Connect account.

4.4 **Things you must not do with the InfoTrack Materials:** Except as expressly permitted under this Agreement, Partner must ensure that neither Partner nor Partner's Permitted Users will (nor attempt to):

- (a) **Permitted Purpose:** use InfoTrack Systems for any purposes other than the Permitted Purpose;
- (b) **No Third Party Benefit:** use InfoTrack Systems on behalf of or for the benefit of any third party;
- (c) **User Credentials:** share any User Credentials or otherwise enable unlawful access to InfoTrack Systems by any other person (whether simultaneously or independent of Partner);
- (d) **Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in InfoTrack Systems;
- (e) **Trade Marks:** adversely affect or jeopardise the rights of InfoTrack to register any unregistered trade marks, whether or not an application for registration has been made;
- (f) **Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the InfoTrack Systems or InfoTrack Materials or otherwise interfere with the ability of any other user to use InfoTrack Connect or Connect APIs;
- (g) **Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the InfoTrack Systems or InfoTrack Materials for any purpose, including setting up or adding to a database.
- (h) **Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any software programs or any part of the InfoTrack Systems or InfoTrack Materials;
- (i) **No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the InfoTrack Systems or Materials to any person;
- (j) **Copyright:** copy, reproduce, publish, disclose, distribute, alter, modify or adapt the InfoTrack Systems or InfoTrack Materials, or create a derivative work by combining the InfoTrack Systems or InfoTrack Materials (in whole or in part) with other materials to create a new work;
- (k) **Misuse:** use InfoTrack Systems or InfoTrack Materials in any way that would or may:
 - (i) constitute a misuse of any person's Confidential Information or Personal Information or infringe upon any person's rights (including Intellectual Property Rights and Moral Rights);

There are certain things you must not do when you are using InfoTrack Connect and the InfoTrack APIs to resell or promote your products.



Our Agreement



Getting Started & Onboarding



Building & Connecting



Rights & Obligations



Fees & Payments



Risk & Liability



Relationship Governance



Protecting IP & Information



Compliance & General



Country-Specific Terms

- (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes; or
- (iii) damage the reputation or goodwill of InfoTrack or otherwise be misleading, deceptive or defamatory.

4.5 **User Credentials:** Partner acknowledges and agrees that:

- (a) InfoTrack may update the User Credentials from time to time in accordance with its security measures, protocols and procedures to protect the security or integrity of the InfoTrack Systems;
- (b) Partner must (and must ensure that each of Partner's Permitted Users):
 - (i) take all steps necessary to protect the User Credentials from theft, loss, fraudulent or unauthorised use and keep the User Credentials confidential in accordance with clause 19
 - (ii) ensure that the User Credentials are not disclosed to or used by any person other than an authorised Partner's Permitted User (**Unauthorised Person**);
 - (iii) not authorise or enable any Unauthorised Person to use the User Credentials to access InfoTrack Connect or InfoTrack Systems generally; and
 - (iv) promptly notify InfoTrack if Partner becomes aware, or has reason to suspect, that any of the User Credentials have been disclosed to, or used by, an Unauthorised Person.
- (c) Partner is solely responsible for all use of the User Credentials by Partner's Permitted Users and any Unauthorised Person (including all Partner Products supplied using the User Credentials);
- (d) Partner is solely responsible for ensuring access to and use of the User Credentials is restricted to Partner's Permitted Users; and
- (e) InfoTrack will not be liable to any person for any Loss, Claim or other liability that may arise from the authorised, unauthorised or fraudulent use of the User Credentials.

You need to keep your login details secure.

5. API Integration

- 5.1 **Application:** The following terms apply where Partner is integrating to InfoTrack Connect via the Connect APIs.
- 5.2 **Connect APIs are 'as is':** The Connect APIs are 'as is' and it is the Partners responsibility to build to the Connect APIs and test compatibility. InfoTrack may modify the Connect APIs solely in its discretion.
- 5.3 **We are each responsible for our own side of the fence:** The Partner will be responsible for:
 - (a) building and maintaining its access to the Connect APIs (including any and all associated costs, such as internet service provider fees, telecommunications fees, and the cost of any and all required equipment, including Development tools, hardware, software and other technology);
 - (b) ensuring its systems, processes or technologies with respect to gaining access to and use of the Connect APIs will be fully compliant with appropriate industry practices with respect to systems and data security; and
 - (c) covering any and all costs associated with work, Development, service or general maintenance required to interact its own APIs with the Connect APIs.
- 5.4 **Your build must comply with our API Requirements:** The Partner may build an integration to the Connect APIs which must comply with the Integration Requirements, including to:
 - (a) enable any required functionalities;
 - (b) ensure all prohibited functionalities are disabled;
 - (c) (where appropriate) enable any relevant permitted functionalities; and
 - (d) only access and use the API Calls permitted in the Integration Requirements
 - (e) comply with any Call Limits, including maximum number or frequency of API Calls to be made through the Connect API.

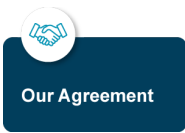
You are responsible for building and maintaining your integration to the Connect APIs.

Rights & Obligations

6. Our Rights & Obligations

- 6.1 **No obligation:** Partner acknowledges and agrees that InfoTrack has no obligation to licence, sell or promote the Partner Products and InfoTrack reserves the right to cease making the Partner Products available to Clients via an InfoTrack Sales Channel at any time in InfoTrack's sole discretion.
- 6.2 **Our Rights:** Subject to clauses 6.3 and 6.4 InfoTrack reserves the right to, at any time during the Term:
 - (a) modify the method of promotion, supply and delivery of, or access to, Partner Products via InfoTrack Connect;
 - (b) direct Partner to implement and use the most recent version of InfoTrack Connect or Connect APIs, upon InfoTrack making those versions available to Partner in a manner to be notified by InfoTrack to Partner;
 - (c) to change or discontinue any feature or functionality of the InfoTrack Systems for any reason and at any time,
 - (d) suspend, make temporarily unavailable or deactivate the Partner's access to InfoTrack Connect and the Connect APIs or impose restrictions or limitations on the number and frequency of API Calls, including where:
 - (i) Your integration does not comply with the Integration Requirements;
 - (ii) the number or frequency of those API Calls nears or may exceed the capacity of the InfoTrack Systems (as determined by InfoTrack);

There may be times where we need to suspend your access, make changes to the InfoTrack Systems or change the way we deliver your products to end users. We will try to give you advanced notice of changes where we can.



Our Agreement



Getting Started & Onboarding



Building & Connecting



Rights & Obligations



Fees & Payments



Risk & Liability



Relationship Governance



Protecting IP & Information



Compliance & General



Country-Specific Terms

- (iii) InfoTrack considers it reasonably necessary for the security, stability or capacity of the InfoTrack Systems; or
 - (iv) there is any event of degradation or instability in the InfoTrack Systems;
 - (v) where reasonably necessary for: scheduled or emergency maintenance; system updates; other upgrades; or any other changes to InfoTrack Connect or InfoTrack Systems; and
- (e) gather analytics in relation to any and all activity on InfoTrack Connect and the use of Partner Products for internal purposes (subject to clause 19 including for purposes such as billing, gauging interest and identifying usage patterns).

6.3 **Our obligation to Provide Notice:** InfoTrack will notify Partner before exercising its rights under clause 6.1 at the earliest practicable opportunity, except where it is not reasonably possible for InfoTrack to do so (including in the case of emergencies or where the security of the InfoTrack Systems may be at risk). InfoTrack is not liable for any Loss or Claim you may suffer or incur as a result of exercising its rights under clauses 6.1

6.4 **Your right to terminate:** Where InfoTrack exercises its rights under clauses 6.1 Partner may terminate this Agreement by providing 30 days written notice to InfoTrack, provided such notice is provided within 60 days of receiving notice of the change under clause 6.3

7. Partner Rights & Obligations

- 7.1 **Licence to Use Partner Data:** Partner grants InfoTrack a non-exclusive, non-sublicensable (except as provided under clause 7.2 licence to use Partner Data during the Term for the Permitted Purpose. InfoTrack must not use Partner Data for any other purpose without Partner's prior written consent.
- 7.2 **Sublicence:** Subject to the Parties entering into a Connect Commercial Contract, Partner consents to and agrees that InfoTrack may sub-licence and disclose Partner Data to Clients, Third Party Suppliers and subcontractors during the Term for the Permitted Purpose.
- 7.3 **Product Delivery:** When Partner receives an order for Partner Products via InfoTrack Connect, Partner must deliver Partner Products via InfoTrack Connect:
- (a) promptly as ordered by Clients in the form and format agreed between the Parties;
 - (b) with due care and skill, in a professional, competent, timely and responsible manner;
 - (c) in compliance with the terms of this Agreement and all applicable Laws.
- 7.4 **Client Complaints:** Partner shall deal promptly and efficiently with any complaint, dispute or post-supply enquiry relating to Partner Products raised by a Client in the Territory.
- 7.5 **Partner Data:** Partner acknowledges and agrees:
- (a) Partner will provide Partner Data and sufficient written instructions to the extent reasonably required to enable InfoTrack to promote and/or distribute Partner Products via an InfoTrack Sales Channel;
 - (b) InfoTrack is entitled to rely on the accuracy and completeness of Partner Data, Partner Products and Partner Terms as provided by Partner and has no obligation to verify the accuracy or completeness of Partner Data or Partner Products.
- 7.6 **Affiliates:** InfoTrack acknowledges and agrees that Partner Products may be provided by any Partner Affiliate, provided that Partner remains solely responsible for the provision of Partner Products in accordance with this Agreement. For the purposes of this clause, any references to Partner in this Agreement are read as references to Partner and any relevant Partner Affiliate.

Customer service is at the core of InfoTrack's values. We expect the same from you.

8. Promotion of Partner Products

- 8.1 **Partner to provide promotional materials:** At Partner's own expense, Partner shall supply InfoTrack with any sales literature and other documentation and information (in digital or hard copy format) and any technical, market and other support that InfoTrack may from time to time reasonably require for the purposes of promoting and selling the Partner Products and to enable it to properly and efficiently discharge its duties under this Agreement.
- 8.2 **You authorise InfoTrack to promote your products:** Partner acknowledges and agrees that InfoTrack can create any promotional material, marketing, sales and technical documentation relating to the promotion or sub-licence of any Partner Products to any Client (including any promotional material on a website or in any electronic marketing). InfoTrack will provide a copy to Partner for its review.

Fees & Payment

9. Fees & Invoices

- 9.1 **Commercial Contract:** The fees payable to InfoTrack under a Connect Commercial Contract are set out in an Order Form.
- 9.2 **Reseller Model:** Where Partner is appointing InfoTrack as its broker and agent to resell Partner Product to InfoTrack's Clients, the terms relating to fees and payments are set out in a Commercial Contract.
- 9.3 **Referral Model:** Where Partner is appointing InfoTrack as its 'referral partner' to promote its products to InfoTrack's Clients, terms relating to fees and payments are set out in a Commercial Contract.

The applicable fees payable under a Commercial Contract will be set out in the Order Form.



10. Taxes

- 10.1 All Fees quoted under a Commercial Contract will be exclusive of Tax, unless expressly stated otherwise.
- 10.2 Subject to prior receipt of a valid Tax Invoice, InfoTrack agrees to pay Tax on any Taxable Supply made to it under a Commercial Contract, at the same time and in the same way as it is required to make payment of the applicable Fees for the Taxable Supply.
- 10.3 If an adjustment event occurs in relation to a Taxable Supply made under or in connection with a Commercial Contract, the amount of Tax will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.
- 10.4 Where any indemnity, reimbursement or similar payment under a Commercial Contract is based on any cost, expense or other liability, it must be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability.

Tax is important! So, we each agree to pay applicable taxes (such as GST, VAT or other sales taxes).

Risk & Liability

11. Warranties & Disclaimers

- 11.1 **Mutual Warranties:** Each Party represents and warrants to the other on a continuing basis that:
 - (a) it has full corporate power and authority to enter into and give binding effect to this document and to complete any and all transactions contemplated by this Agreement and each Commercial Contract;
 - (b) at the date of this Agreement, the execution, delivery and performance of this Agreement and each Commercial Contract by it does not contravene any contractual, legal or other obligations that apply to it;
 - (c) it is lawfully able to grant any relevant licences to the other Party as provided for under this Agreement and each Commercial Contract.
- 11.2 **Partner Warranties:** Partner warrants that:
 - (a) it will not knowingly introduce any errors, faults or other imperfections to InfoTrack Connect or Partner Products;
 - (b) it has the necessary consents or waivers to distribute and/or promote the Partner Products via InfoTrack Connect;
 - (c) as far as it is aware, any Partner Products it distributes or promotes via InfoTrack Connect are factually correct, truthful and are not misleading or deceptive or likely to mislead and deceive;
 - (d) any use of Partner Data or Partner Products by InfoTrack or the Clients does not and will not infringe any rights of a third person (including any Intellectual Property Rights (including but not limited to trade mark, copyright, or Moral Rights));
 - (e) it will, and will ensure that Partner's Permitted Users, comply with all Laws.
- 11.3 **InfoTrack Warranties:** InfoTrack warrants that:
 - (a) it will not knowingly introduce any errors, faults or other imperfections to the Partner Products;
 - (b) the supply of the InfoTrack Systems by InfoTrack for the Permitted Purpose:
 - (i) is not contrary to any applicable Laws as they relate to InfoTrack; and
 - (ii) will not infringe the copyright of any third party.
- 11.4 **Disclaimers:** Except to the extent the following warranties cannot be excluded by Law, You acknowledge and agree that, to the fullest extent permitted by Law:
 - (a) the mutual warranties set out in clause 11.1 and the InfoTrack warranties set out in clause 11.2 are in lieu of any other warranties by InfoTrack, express or implied;
 - (b) InfoTrack Systems are provided on an "as-is" and "as available" basis and all terms, warranties, representations, and conditions are expressly excluded, and InfoTrack expressly disclaims all express or implied terms, warranties, representations, and conditions in respect of the InfoTrack Systems, including that the InfoTrack Systems: will be merchantable, will be non-infringing, will meet Your requirements; are fit or suitable for Your intended purpose or use; will be compatible with, or suitable for use with, Your own software or applications; will be error-free, correct, accurate, complete, reliable, secure, current, up-to-date or otherwise;
 - (c) You are solely responsible for ensuring, and must satisfy Yourself, that the InfoTrack Systems licensed to You meet Your needs.
- 11.5 **Remedies:** In the event of breach by InfoTrack of: (i) clause 11.2 (ii) any warranties implied by Law; or (iii) any warranties that cannot be excluded by Law, then InfoTrack's liability will at InfoTrack's sole discretion be limited to InfoTrack:
 - (a) using commercially reasonable efforts to modify, correct or provide access to the relevant InfoTrack Systems;
 - (b) reimbursing to You the relevant Fees paid by You (where applicable) for the distribution or promotion of the Partner Products; and/or
 - (c) waiving payment of any Fees for the re-supply of the Partner Products by You to the Client via InfoTrack Connect.
- 11.6 Neither Party will make any representations or give any warranties about the other party or the other party's products (including Partner Products) unless expressly authorised by the other party to do so and neither party has any right or power to (nor will they purport to) grant any rights or create any liabilities or obligations on behalf of the other party.

This section sets out the promises we make to each other.

InfoTrack excludes certain warranties. We provide the Connect platform on a one-to-many basis, "as is" and "as available" basis. You need to make your own judgements about whether InfoTrack Connect is appropriate for your needs and circumstances.



12. Indemnities

- 12.1 **Mutual indemnities:** Subject to clause 13, each Party (**Indemnifying Party**) must indemnify and keep indemnified the other Party from and against any Losses (including any reasonable legal costs) reasonably incurred or suffered by the other Party arising directly from any third party Claims in respect of:
- (a) any infringement by the Indemnifying Party or its Representatives upon any person's Intellectual Property Rights, or misuse of any person's Confidential Information or Personal Information in connection with this Agreement or a Commercial Contract;
 - (b) any breach of clause 18 (Intellectual Property Rights) or clause 20 (Privacy) by the Indemnifying Party or its Representatives;
 - (c) any wilful, criminal or fraudulent act or omission of the Indemnifying Party or its Representatives in breach of this Agreement; or
 - (d) any personal injury or death or property damage caused by the acts or omissions of the Indemnifying Party or its Representatives in connection with this Agreement.
- 12.2 **Third Party Claims:** Where the Claim being indemnified against is a Claim made by a third party against Partner:
- (a) InfoTrack reserves the right to defend a Claim (or any Losses claimed, as may be applicable); and
 - (b) where InfoTrack exercises this right, Partner warrants and agrees that it will:
 - (i) give InfoTrack sole control of the defence and settlement of the Claim (but InfoTrack may not settle any Claim unless it unconditionally releases Partner of all liability);
 - (ii) provide all assistance reasonably requested by InfoTrack (and InfoTrack will cover Partner's reasonable third party costs of doing so); and
 - (iii) take all reasonable steps to mitigate Partner's Losses in respect of any such Claim.

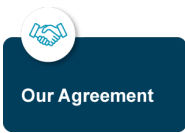
We are each responsible for certain types of loss or damage that we may cause the other party to suffer or incur.

13. Limitation of Liability

- 13.1 **Liability for supply of the InfoTrack Systems:** If Partner is a Consumer (as defined under Consumer Law), then InfoTrack's liability to Partner in connection with any breach of the Consumer Guarantees is limited to the re-supply of the InfoTrack Systems. This limitation does not apply if it is not fair and reasonable in Partner's particular circumstance for InfoTrack to rely on this limitation.
- 13.2 **Liability Cap:** Except as provided under clause 13.3, and subject to clauses 13.1, 13.4, 13.5 and 13.7 and to the extent permitted by Law, each Party's maximum aggregate liability to the other Party or any other person (including any Affiliate of the Party) for all and any Claims or Losses (in aggregate) howsoever arising in connection with this Agreement (including in equity, contract, tort or negligence) whether directly or indirectly will be limited to the total amount of Fees actually paid to Partner by InfoTrack under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss.
- 13.3 **Liability under Indemnities:** Subject to clauses 13.4, 13.5, and 13.7 and to the extent permitted by Law, each Party's maximum aggregate liability to the other Party or any other person (including any Affiliate of the Party) for all and any Claims or Losses suffered or incurred:
- (a) by the Partners arising from: (i) the indemnities under clauses 12.1(a) and 12.1(b), will be limited to \$100,000 per Claim; and
 - (b) by InfoTrack arising from the indemnities under clauses 12.1(a) or 12.1(b) will be limited to \$1,000,000 per Claim,
 - (c) by either Party arising from: (i) the indemnities under clauses 12.1(c) or 12.1(d); (ii) the obligation to pay Fees; or (iii) any other liability which may not be limited or excluded at Law, will not be limited.
- 13.4 **Consequential Loss:** To the maximum extent permitted by Law (but excluding any event set out in clauses 12.1), neither Party will be liable to the other Party for any Consequential Loss arising out of or in connection with this Agreement.
- 13.5 **Contributory Acts:** To the extent permitted by Law, a Party's liability to the other Party in connection with this Agreement will be reduced proportionately by the extent to which the acts or omissions of the other Party or any of any of its Affiliates caused or contributed to the relevant Loss suffered or incurred by the first Party.
- 13.6 **Mitigation:** Each Party warrants and agrees that it will take all reasonable steps to mitigate its Losses in respect of any Claims made in connection with this Agreement.
- 13.7 **General Exclusions:** Notwithstanding any other term of this Agreement, InfoTrack will have no liability whatsoever to Partner or any of Partner's Affiliates in respect of:
- (a) any acts or omissions, delay, defect, error, failure or loss of service in connection with Partner Application(s) or Partner Products;
 - (b) any equipment or services provided by a telecommunications organisation (including any speeds or capabilities of such equipment or services) or any requirements of the telecommunications authority;
 - (c) a Force Majeure Event; or
 - (d) any failure to provide the Partner Products to the Client to the extent that such failure is due to Partner's failure to fulfil any of Partner's obligations under this Agreement.
- 13.8 **Survival of Clause:** This clause 13 shall survive the termination of this Agreement.

Liability is limited to balance our risk in providing InfoTrack Connect.

If you're a consumer, some of your rights are protected under applicable Consumer Laws and can't be limited by these Terms.



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14. Suspension of Access

14.1 **Suspension:** InfoTrack may, by notice in writing, suspend this Agreement in whole or in part (by reference to specified Partner Products) if:

- (a) InfoTrack becomes aware of, or reasonably suspects that, Partner is in breach of this Agreement;
- (b) InfoTrack becomes aware of, or reasonably suspects that, Partner is in breach of clause 21 (Data Protection and Security); or
- (c) the relevant circumstances under clauses 15.2 (material breach) or 17.2 (Force Majeure) arise.

14.2 **Notice:** When exercising its rights under this clause, Partner will use reasonable commercial endeavours to provide as much notice as possible in the circumstances.

We may suspend your access to the InfoTrack Systems in certain circumstances.

15. Termination

15.1 **Termination for Convenience:** Either Party may terminate this Agreement by providing at least 30 days' written notice to the other Party.

15.2 **Termination for Material Breach:** Either Party may terminate or suspend (at its election) this Agreement at any time with immediate effect by giving Notice to the other Party where the other Party:

- (a) commits a material breach of this Agreement that cannot be remedied;
- (b) commits a material breach of this Agreement that is capable of remedy and the Party fails to remedy that breach within ten (10) Business Days following receipt of Notice from the other Party requiring it to do so;
- (c) commits multiple or recurring breaches of this Agreement which, in aggregate, amount to a material breach, regardless of whether or not such breaches are cured or remain uncured or are capable of being remedied;
- (d) is the subject of or suffers an Insolvency Event; or
- (e) does anything that materially damages or is likely to materially damage the reputation or any relevant brand of the other Party.

Either Party can terminate this Agreement or a Commercial Contract on 30 days written notice, or where there is a material breach.

16. Consequences of Termination

16.1 **Obligations:** Except as provided under clause 16.2 upon termination or expiry of this Agreement for any reason:

- (a) InfoTrack must immediately cease using all relevant Partner Products and any other Partner Materials in InfoTrack's possession or control;
- (b) Partner must immediately cease using all relevant InfoTrack Data and InfoTrack Materials in Partner's possession or control;
- (c) Partner must immediately cease accessing or using any InfoTrack Systems and InfoTrack's Intellectual Property Rights;
- (d) subject to clause 16.1(e), unless a request for return has been made within 30 days' of termination, each Party must promptly securely and permanently delete or destroy all Partner Materials (in the case of InfoTrack), InfoTrack Materials (in the case of Partner), any other materials or records in its possession or control provided to it by the other Party in connection with this Agreement or containing Confidential Information of the other Party and, if requested, certify in writing that it has complied with this clause;
- (e) each Party may retain a copy of the following information until no longer required for the specified purpose, and in any event for a maximum period of seven (7) years from the date of termination of this Agreement (or such longer period as may be required by Law) (**Retention Period**), following which it must be permanently deleted and destroyed in accordance with this clause 16:
 - (i) any documents or other materials which the Recipient must retain to the extent required by Law or under any legally binding order or rule of any regulator or stock exchange;
 - (ii) any Partner Products stored by InfoTrack for the benefit of the Client, provided such storage and access is limited to the sole benefit of the relevant Client;
 - (iii) any documents or other materials which the Recipient must retain to the extent required for accounting, corporate governance, insurance or litigation purposes; or
 - (iv) any documents or materials contained in an archived backup of the respective Party's relevant software (or other server environment);

the same to be kept in accordance with each Party's respective confidentiality obligations as set out in clause 19 of this Agreement and not used for any purpose other than as permitted above.

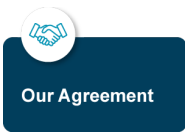
- (f) the Recipient must not retain copies of any Confidential Information in any form, except to the extent expressly provided for in clause 16.1(e) or clause 24.

16.2 **In-flight orders:** Each Party must do all things necessary to fulfil all orders for Partner Products placed by a Client before the date of termination of this Agreement or a Commercial Contract; and the applicable terms of this Agreement and any Commercial Contract shall survive termination to extent necessary to give effect to this clause.

16.3 **Accrued Rights:** Termination or expiry of this Agreement will not act as a waiver of any breach or other accrued rights arising in connection with this Agreement; and will not act as a release of either Party from any accrued obligations under this Agreement.

This clause sets out what happens at the end of the relationship

We both need to make sure the end user is not adversely impacted, so cooperation is key.



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17. Force Majeure

- 17.1 **Neither Party Liable:** Neither Party will be liable for any failure to perform or delay in performing their obligations under this Agreement if the failure or delay results from an event of Force Majeure.
- 17.2 **Suspension of Obligations:** To the extent that a Party's delay or inability to perform the Party's obligations is due to an event of Force Majeure, the affected obligations of that Party under this Agreement will be suspended until the passing of that Force Majeure event, subject to that Party:
- promptly notifying the other Party of the Force Majeure event; and
 - taking all reasonable steps to minimise any disruption to, and resume the performance of, its affected obligations at the earliest opportunity.
- 17.3 **Fee Suspension:** If substantially all of Partner's obligations under this Agreement are suspended by a Force Majeure event under clause 17.1 InfoTrack's obligation to pay Fees under this Agreement for any affected Partner Products or Partner Applications shall be abated on a pro rata basis for the period of any such suspension.

This clause covers both parties if something completely out of our control happens (such as COVID) that prevents either of us from fulfilling our obligations under the Access Agreement or a Commercial Contract.

Protecting IP & Information

18. Intellectual Property Rights

- 18.1 **InfoTrack own its IP:** Partner acknowledges and agrees that:
- all rights, title and interests (including all Intellectual Property Rights) in or arising out of InfoTrack Connect, Connect API, the InfoTrack Data, the InfoTrack Systems and all other InfoTrack Materials (including any Modifications to them) are owned by and will immediately and absolutely vest in InfoTrack or its Affiliates on and from creation; and
 - InfoTrack Connect, Connect API, the InfoTrack Data, the InfoTrack Systems and all other InfoTrack Materials are made available to Partner on a limited access basis, and except to the extent of any right expressly granted under this Agreement, Partner does not acquire any Right, title, interest or any Intellectual Property Rights to InfoTrack Connect, Connect API, the InfoTrack Data, the InfoTrack Systems or any other InfoTrack Materials through this Agreement.
- 18.2 **Partner owns its IP:** InfoTrack acknowledges and agrees that:
- all rights, title and interests (including all Intellectual Property Rights) in or arising out of Partner Materials (including any modifications made to Partner Materials) are owned by and will immediately and absolutely vest in Partner, its Affiliates or Third Party Suppliers on and from creation;
 - Partner Application, Partner Documentation and Partner Products are made available to InfoTrack on a limited access basis, and except to the extent of any right expressly granted under this Agreement, InfoTrack does not acquire any right, title, interest or any Intellectual Property Rights to Partner Materials through this Agreement.
- 18.3 Partner is responsible for obtaining and maintaining all necessary licences, permits, consents, approvals or other authorities or permissions necessary to enable InfoTrack to facilitate the provision of Partner Products to the Clients.

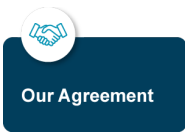
InfoTrack owns all IP rights in the InfoTrack Materials.

You continue to own all IP rights in your products and materials.

19. Confidentiality

- 19.1 **Mutual obligations of confidence:** Subject to clause 19.2, where the Recipient receives Confidential Information from the Discloser under or in connection with this Agreement, the Recipient must:
- keep the Confidential Information strictly confidential;
 - not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted under this Agreement;
 - not disclose Confidential Information to any person other than as expressly permitted under this Agreement;
 - ensure that the Recipient's Representatives and Affiliates strictly observe all of the Recipient's obligations as set out in this Agreement as if those obligations were imposed on the relevant Representative or Affiliate directly; and
 - establish and maintain effective security measures to safeguard the Confidential Information in the Recipient's possession or control (including Confidential Information in the possession or control of any of its Representatives or Affiliates) from unauthorised access, use, copying or disclosure.
- 19.2 **Permitted use and disclosure:** Notwithstanding clause 19.1, and subject to clause 19.3 the Recipient may disclose Confidential Information:
- to its Representatives, limited to the extent necessary to perform the Recipient's obligations or exercise its rights under this Agreement;
 - to its professional advisors, to obtain legal or other professional advice in relation to matters arising under or in connection with this Agreement;
 - to the extent required to comply with any Law, binding directive of a Regulator or a court order;
 - to the extent required to do so in connection with legal proceedings relating to this Agreement; or
 - as otherwise agreed in writing by the Parties.
- 19.3 **Conditions of Disclosure:** Before using or disclosing the Confidential Information under clause 19.2, the Recipient must:
- notify the Discloser promptly upon becoming aware that a disclosure may be required under clauses 19.2(c) or 19.2(d)

We both have an obligation to keep confidential information secure.



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- (b) limit the disclosure of any Confidential Information permitted under clause 19.2 solely to the extent strictly necessary to satisfy the purpose of the disclosure; and
- (c) without limiting any other obligations under this Agreement, take all reasonable and lawful steps to preserve the confidentiality of the Confidential Information and, to the extent possible, ensure that any Confidential Information disclosed under clause 19.2 is subject to obligations of confidentiality in accordance with the terms of this Agreement.

19.4 **Breach:** The Recipient must:

- (a) notify the Discloser in writing promptly upon becoming aware of an actual or suspected breach of this clause 19; and
- (b) take any action that is necessary to prevent or remedy any breach of the confidentiality obligations set out under this clause 19 or other unauthorised disclosure of Confidential Information, at its own cost.

19.5 **Acknowledgements:** The Parties acknowledge and agree that the other Party's Confidential Information is commercially sensitive, proprietary and valuable to the other Party and, in respect of any breach or threatened breach by a Party or any of its Representatives or Affiliates of its obligations under this Agreement (including those contained in this clause 19:

- (a) damages may not be available, or if they are, they may not be an adequate remedy for the other Party;
- (b) the other Party is entitled to seek injunctive relief as a remedy, in addition to any other remedies available at Law; and
- (c) any Confidential Information disclosed by the Discloser to the Recipient may relate to or be owned by a member of the Discloser's Affiliates. To that extent:
 - (i) the Recipient agrees that any Loss incurred by any the Discloser's Affiliate as a result of a breach, act or omission by the Recipient is deemed to be a Loss suffered by the Discloser; and
 - (ii) for the purposes of this clause, references in this Agreement to the Recipient are read as references to the Recipient and the Recipient's Affiliates.

19.6 **Responsibility for Representatives:** Each Party must ensure that its Representatives and Affiliates do not do, or omit to do, anything which, if done or omitted to be done by that Party, would breach this clause 19

19.7 **Survival:** All obligations of confidence set out in this clause 19 are intended to continue in full force and effect even after the termination of this Agreement.

20. Privacy

20.1 **Compliance with Privacy Laws:** Each Party warrants and agrees that it and its Permitted Users will comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received in connection with this Agreement.

20.2 **Disclosure of Personal Information:** Each Party warrants that any Personal Information that the Discloser discloses to the Recipient or its Permitted Users under this Agreement has been collected, used, processed, held and disclosed in accordance with the relevant requirements of the Privacy Laws.

20.3 **Receipt of Personal Information:** In relation to any Personal Information disclosed to a Recipient by the Discloser under this Agreement, the Recipient must:

- (a) not collect, use, disclose, store, transfer or handle the information except in accordance with the Privacy Laws and the Permitted Purposes;
- (b) take all reasonable steps to ensure that the information is protected from misuse, Loss, unauthorised access, modification or disclosure;
- (c) take all reasonable steps to destroy or permanently de-identify the information upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement;
- (d) only use or disclose the information for a purpose connected with this Agreement or as required by Law; and
- (e) notify the Discloser in writing, without delay and within no more than 72 hours after becoming aware:
 - (i) of any compliance notice issued by a relevant Regulator; or
 - (ii) of any breach of this clause 20 or any applicable Privacy Law.

20.4 **Notification of Data Breach:** Where a Party has reasonable grounds to suspect a Data Breach has occurred, that Party will:

- (a) notify the other Party in writing including all relevant details regarding the suspected Data Breach without undue delay and no later than 72 hours after becoming aware of such a breach;
- (b) co-operate with the other Party to investigate the suspected Data Breach;
- (c) take all reasonable steps to mitigate the impact of the Data Breach;
- (d) take all reasonable actions to prevent any repeat of the Data Breach; and
- (e) co-operate with the other Party in good faith to minimise reputational damage or loss of goodwill, including liaising on communications with the Privacy Regulator, affected individuals and other third parties to minimise disruption or distress to the individual.

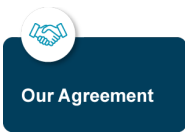
InfoTrack is committed to the protection of personal information. We expect the same from you.

21. Data Protection & Security

21.1 **Obligations & Safeguards:** Each Party will use commercially reasonable efforts to establish, implement and maintain security controls in respect of any InfoTrack Systems or Partner Systems (as applicable) used to deliver Partner Products, or that stores, handles, processes or transmits InfoTrack Data:

- (a) that meet or exceed ISO 27001:2013 and ISO 9001:2015 (or equivalent standard) and any successor standards;

InfoTrack's systems are secure by design. We expect the same from you.



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- (b) that are designed to ensure that Partner Products and any other materials supplied by Partner to InfoTrack under this Agreement do not contain any publicly known Malware; and
- (c) that are designed to protect InfoTrack Data that is stored, handled or processed by Partner from accidental or unlawful destruction, loss, alteration; or unauthorised disclosure or access.

21.2 **Other Security Measures:** Each Party must establish, maintain and enforce appropriate security measures designed to ensure that:

- (a) InfoTrack Data or Partner Data (as applicable) and any other materials provided by the first Party to the other Party do not contain any publicly known Malware;
- (b) no Unauthorised Persons can obtain unauthorised access to InfoTrack Connect or otherwise use InfoTrack Connect for purposes not authorised or permitted by the terms of this Agreement (including for Non-Permitted Purposes).

21.3 **Partner Warranties:** Partner warrants and agrees that Partner will not:

- (a) seek to circumvent or attempt to violate any data security measures employed by InfoTrack in respect of its access to and use of InfoTrack Connect or InfoTrack Systems generally; or
- (b) attempt to scan or test the vulnerability of the InfoTrack Systems or otherwise attempt to breach InfoTrack's data security systems or any applicable authentication procedures.

Compliance & General Details

22. Modern Slavery

22.1 In performing its obligations under this Agreement, Partner must:

- (a) not use any form of Modern Slavery in connection with this Agreement;
- (b) comply with all Modern Slavery Laws by which it is bound;
- (c) not engage in any activity, practice or conduct that would constitute an offence under applicable Modern Slavery Laws if such activity, practice or conduct had been carried out in the Territory;
- (d) not do anything that will cause it to breach any Modern Slavery Law;
- (e) have and maintain throughout the term of this Agreement its own policies and procedures that are designed to ensure Partner's compliance with Modern Slavery Laws;
- (f) comply with any InfoTrack policies in relation to Modern Slavery as advised in writing from time to time;
- (g) include, in each of its contracts with its subcontractors or suppliers, anti-slavery provisions that are at least as onerous as those set out in this clause;
- (h) notify InfoTrack with details of any breaches of this clause 22 or instances of Modern Slavery identified within Partner's business operations or supply chain, and provide information about the steps Partner is taking to investigate and address the issue (and proposed timeframe for such steps); and
- (i) maintain a complete set of records to demonstrate its compliance with this clause 22 and Modern Slavery Laws in connection with this Agreement and co-operate with any audit or risk questionnaires issued by the InfoTrack, including to provide evidence of the implementation of the policies and procedures referred to in clause 22.1(e) above when reasonably requested by InfoTrack.

InfoTrack has zero tolerance for human servitude and human rights violations in its supply chain.

23. Notices

23.1 **Form of Notice:** All notices or other communications relating to this Agreement must be in writing in English and addressed to the other Party at their address for service or other address as notified in writing from time to time (**Notice**).

23.2 **How Given:** A Notice is taken to be given:

- (a) if sent by post on the fifth (5th) Business Day after posting;
- (b) if delivered by hand, at the time of delivery; or
- (c) in the case of email transmission, upon completion of successful transmission if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.

23.3 **Change in Details:** A Party may change its contact details for service of notices under this clause by giving written Notice of the new details to the other Party.

Communication is important! We can reach one another by post, hand delivery or e-mail.

24. Audit Rights

24.1 **Partner Obligation:** Partner agrees to maintain all financial, operational and technical records in respect of its access to and use of the InfoTrack Systems, Partner Products supplied in connection with this Agreement and other such records reasonably related to its compliance with this Agreement (**Partner Records**), and to ensure that all such Partner Records are (i) complete and up to date; and (ii) kept in manner which permits them to be conveniently and properly audited for a period of at least seven (7) years after the expiry or termination of this Agreement.

24.2 **Notice of Audit:** InfoTrack may give reasonable written notice (not less than 5 Business Days) to Partner that it requires an audit of the Partner Records to be undertaken, which may be conducted remotely via questionnaire or on-site.

We can conduct an audit of your records to make sure you are complying with the terms of your agreement with us.



24.3 **Conduct of Audit:** If InfoTrack requires an audit to be carried out, you must:

- (a) answer all questions to the best of your knowledge and belief;
- (b) provide copies of or access to the Partner Records reasonably requested for the purposes of carrying out the audit; and
- (c) provide all reasonable cooperation and assistance to InfoTrack as reasonably necessary to facilitate the conduct of the audit.

24.4 **Treatment of Records:** InfoTrack must treat as confidential any Partner Records or any other Confidential Information that is disclosed, inspected, or accessed by InfoTrack during an audit.

24.5 **Survival of Clause:** This 24 survives the termination of this Agreement.

25. Miscellaneous

25.1 **Assignment:** A Party must not assign any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

25.2 **Costs:** Except as otherwise set out in this Agreement, each Party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

25.3 **Entire Agreement:** This Agreement contains everything the Parties have agreed in relation to the matters it deals with. Neither Party can rely on an earlier agreement, or anything said or done by another Party, or by a director, officer, agent, partner or employee of that Party, before this Agreement was executed, except as permitted by Law.

25.4 **Further acts:** Each Party must promptly execute all documents and do all things that another Party from time-to-time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

25.5 **No authority to act:** No Party has any power or authority to act for or to assume any obligation or responsibility on behalf of another Party, to bind another Party to any agreement, negotiate or enter into any binding relationship for or on behalf of another Party or pledge the credit of another Party except as specifically provided in this Agreement or by express written agreement between the Parties.

25.6 **Severability:** If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

25.7 **Variation:** No variation of this Agreement will be of any force or effect unless it is in writing and accepted by the Parties to this Agreement. In this regard, the following will constitute acceptance by Partner:

- (a) electronic acceptance such as by clicking "I agree" (or similar) upon notification of any variation to the terms of this Agreement; and
- (b) continued use of InfoTrack Connect or provision of Partner Products to InfoTrack following reasonable written notification of any variation to the terms of this Agreement.

25.8 **Waiver:** The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25.9 **Governing law and jurisdiction:** Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

This section is what the lawyers call the "boilerplates. Don't worry, you are nearly there!"

26. Definitions & Interpretation

26.1 Definitions

The following definitions apply in this Agreement, unless context otherwise requires:

Affiliate has the meaning given in the Country-specific terms set out at Schedule 1.

APIs means the Connect APIs or Partner APIs, as applicable.

API Call means a call, request or order initiated by the Connect APIs to Partner APIs for Partner Products.

Business Day has the meaning given in the Country-specific terms set out at Schedule 1.

Call Limits means any restriction on the number or frequency of API Calls which may be made by one of the APIs as specified in the Integration Requirements; or if no call limit is specified, as determined by InfoTrack acting reasonably to ensure the safe and efficient functioning of the Connect APIs.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, at Law or otherwise.

Client Terms means the terms and conditions of a contract between InfoTrack and a Client for the supply of products, including the Partner Products, to that Client via InfoTrack Connect or otherwise.

Clients means the end users of InfoTrack Connect who order products offered by InfoTrack or its suppliers, including Partner Products.

Commercial Contract has the meaning given under clause 1.3.

Confidential Information means any information (in any form) directly or indirectly disclosed by the Discloser to the Recipient (regardless of whether identified as such or not) and includes:

- (a) the terms of this Agreement and the commercial arrangements between the Parties;
- (b) any information that the Recipient knows, or ought to know, is confidential to the Discloser;
- (c) the Discloser's Intellectual Property Rights;
- (d) in relation to Partner, Partner Materials; and
- (e) in relation to InfoTrack, any InfoTrack Materials, but does not include the Excluded Information.



Connect API means InfoTrack's application programming interface for InfoTrack Connect, which is a set of functions and procedures that allows the exchange of data between InfoTrack and Partner.

Connect Application means a request by Partner for particular Partner Products to be hosted and sold on InfoTrack Connect, via an application form (and completed with all the details) in the format provided by InfoTrack from time to time.

Connect Form means the point of sale form created by the Partner using the Connect 'form builder' for the purposes of promoting and/or selling the Partner Products via an InfoTrack Sales Channel.

Consequential Loss means Losses that are special, indirect, incidental, punitive or consequential, including: loss of revenue, loss of profits or savings, loss of opportunity, loss or damage to or corruption of data, loss of goodwill, loss of reputation, whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise; and where such Losses may not reasonably be considered as arising naturally or directly from the event by which they are caused.

Consumer Guarantees has the meaning given in the Country-specific terms at Schedule 1.

Consumer Law has the meaning given in the Country-specific terms at Schedule 1.

Corporations Act has the meaning given in the Country-specific terms at Schedule 1.

Data Breach means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to:

- (a) where InfoTrack are the Recipient, Partner Materials transmitted, stored or otherwise processed by InfoTrack in connection with this Agreement; or
- (b) where Partner is the Recipient, InfoTrack Data transmitted, stored or otherwise processed by Partner in connection with this Agreement.

Develop means, in connection with a thing, to develop, create, add, enhance, reduce, modify, adapt or prepare derivative works based on, that thing (and **Development** means the corresponding result of such activities).

Discloser means the Party disclosing Confidential Information or Personal Information (as applicable) to the other Party (or its Representatives) in connection with this Agreement.

Excluded Information means any information to the extent which:

- (a) it is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;
- (b) the Recipient can prove by contemporaneous written documentation:
 - (i) it was already known to it at the time of disclosure by the Discloser;
 - (ii) it was independently developed by the Recipient without reference to the Confidential Information of the Discloser; or
 - (iii) the Recipient acquired it from a source other than the Discloser or any of its Representatives, where such a source is entitled to disclose it on a non-confidential basis.

Fees means the fees payable by the Partner to InfoTrack under a Commercial Contract and includes the 'Commission Fees' and the 'Referral Fees' as defined in a Commercial Contract.

Force Majeure means any circumstances beyond a Party's control including strikes or industrial disputes, acts of God, epidemics and pandemics, acts of government, declared states of emergency, refusal of licence, failures or outages of any utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, aircraft unavailability or unavailability, war, terrorism or civil disturbance, or impossibility of obtaining material or data.

InfoTrack means the InfoTrack entity as set out in the Country-specific terms at Schedule 1.

InfoTrack Connect means the web-based online search platforms and systems or Partner-specific portal of the online search platform (as applicable) owned and hosted by InfoTrack and which may be accessed by:

- (a) Partner and its Permitted Users for the purposes of making Partner Products available to InfoTrack's Clients via an InfoTrack system;
- (b) InfoTrack Clients for the purposes of ordering products and services from InfoTrack, including the Partner Products.

InfoTrack Data means any data, information, text, content or other materials (including Personal Information and Confidential Information) which is supplied to Partner or its Affiliates by InfoTrack or InfoTrack's Representatives in connection with this Agreement; but for clarity, does not include: any Partner Materials supplied to InfoTrack in connection with this Agreement; any materials already held by Partner prior to any supply by InfoTrack to Partner; any material that independently comes into the possession of Partner (other than through InfoTrack or InfoTrack's Representatives); and any metadata generated by Partner in the operation of the Partner Systems or provision of Partner Products.

InfoTrack Materials means all materials, works, rights and Intellectual Property Rights held, owned or licensed by InfoTrack or its Affiliates (current or future) including any InfoTrack Data, the InfoTrack Systems, and any metadata generated by InfoTrack in the operation of the InfoTrack Systems, and includes all Modifications to those materials.

InfoTrack Sales Channel means the platforms and systems which may be used and accessed by Clients for the purposes of ordering products and services supplied by InfoTrack, including the Partner Products and includes:

- (a) The InfoTrack Systems including InfoTrack search website located at <https://www.infotrack.com.au/>, the InfoTrackGO website located at <https://infotrackgo.com.au/> and InfoTrack's APIs; and
- (b) platforms and systems owned or hosted by InfoTrack's integration partners and resellers and integrated with InfoTrack System.

InfoTrack Systems means any hardware, software, information, networks, systems, databases or other technology solutions owned or controlled by InfoTrack (in the ordinary course of operating its business), including InfoTrack Connect and/or the Connect APIs.

Input Tax Credit has the meaning given in the Country-specific terms set out at Schedule 1.

Insolvency Event has the meaning given in the Country-specific terms at Schedule 1.



Insolvent has the meaning given in the Country-specific terms set out at Schedule 1.

Integration Requirements means the functional requirements that must be implemented or enabled within the Partner APIs or Partner Application, including any Call Limits, permitted API Calls and other functionalities that must be implemented or disabled when connecting to the Connect APIs, as set out in the Country-specific terms set out at Schedule 1.

Intellectual Property Rights has the meaning given in the Country-specific terms set out at Schedule 1.

Law means all applicable common law, principles of equity, legislation, statutes, and regulations (and consolidations, amendments, re-enactments or replacements of any of them).

Loss means all liabilities, losses, damages, outgoing, costs and expenses including reasonable legal costs (on a solicitor-client basis) and any penalties or fines imposed by a regulatory authority.

Malware means malicious software code, programming instruction, or including any thing or device that may damage, disrupt, overload, disable, adversely affect or modify the operation of any computer hardware, software or code including to shut down or deny users access to all or any part of a relevant system or environment; or otherwise impair the reliability of any information held on a relevant system or environment (whether by re-arranging, altering or erasing data in whole or in part or otherwise), and includes Trojan horses, viruses, bots, bugs, spyware, file corruption, worms, logic bombs, backdoors, disabling code, key-loggers, ransomware, hijackers, rootkit and other similar things.

Modern Slavery has the meaning given in the Country-specific terms set out at Schedule 1.

Modern Slavery Law has the meaning given in the Country-specific terms set out at Schedule 1.

Modifications means all enhancements, modifications, updates, improvements, configurations and derivative works.

Moral Rights has the meaning given in the Country-specific terms set out at Schedule 1.

Notice has the meaning given in clause 23.1

Order Form means any Order Form entered into by the Parties pursuant to the terms of this Agreement that sets out the terms applicable to the access to and use of InfoTrack Connect.

Partner API means Partner's application programming interface for Partner Applications, which is a set of functions and procedures that allows the exchange of data between InfoTrack and Partner.

Partner Application means the web-based online platform owned and hosted by Partner and which may be accessed by Clients for the purposes of ordering or receiving Partner Products in connection with this Agreement or a Commercial Contract.

Partner Data means any data, information, text, content or other materials (including Personal Information and Confidential Information) which is supplied to InfoTrack or its Affiliates by Partner or Partner's Representatives in connection with this Agreement; but for clarity, does not include: any material that independently comes into the possession of InfoTrack (other than through Partner or Partner's Representatives); and any metadata generated by InfoTrack in the operation of the InfoTrack Systems.

Partner Documentation means the whole and any part of Partner guides, manuals, user instructions and written specifications regarding Partner Products or Partner Systems and any marketing material regarding Partner Products or Partner Systems.

Partner Materials means all materials, works, rights and Intellectual Property Rights held, owned or licensed by Partner or its Affiliates (current or future) in the usual course of business including any Partner Data, Partner Products, Partner Systems, Partner Documentation, and includes all Modifications to those materials.

Partner Products means all the data products and services to be made available by Partner for promotion and/or sale through InfoTrack Connect and promoted and/or sold by InfoTrack via an InfoTrack Sales Channel.

Partner Systems means any hardware, software, information, networks, systems, databases or other technology solutions owned or controlled by Partner (in the ordinary course of operating its business), including Partner Application and Partner APIs.

Partner Terms means the special terms and conditions applicable to the supply of Partner Products to that Client (which apply in addition to the Client Terms).

Party means a Party to this Agreement and **Parties** means both of them.

Permitted Purpose has the meaning given in clause 4.1.

Permitted User means:

- (a) Representatives of InfoTrack who are authorised by InfoTrack to exercise the rights granted to InfoTrack to use the Partner Materials under this Agreement or a Commercial Contract;
- (b) Representatives of Partner who have been allocated User Credentials to access InfoTrack Connect in accordance with this Agreement; or
- (c) persons or entities expressly identified as such in an Order Form.

Personal Information means 'personal information' or 'personal data' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.

Personnel means employees, agents, independent personal services contractors, or any other staff or personnel acting on behalf of or at the direction of the relevant Party.

Privacy Laws has the meaning given in the Country-specific terms set out at Schedule 1.

Product Fees means the fee charged to the Client for the Partner Product as more fully described in a Commercial Contract.

Recipient means the Party in possession or control of Confidential Information or Personal Information (as applicable) disclosed to it by the other Party (or its Representatives) in connection with this Agreement.

Regulator has the meaning given in the Country-specific terms set out at Schedule 1.

Related Body Corporate has the meaning given in the Country-specific terms set out at Schedule 1.

Representative of a Party means any of its Personnel, officers, directors, contractors and subcontractors, associates and representatives.



Tax has the meaning given in the Country-specific terms set out at Schedule 1.

Tax Invoice has the meaning given in the Country-specific terms set out at Schedule 1.

Tax Law has the meaning given in the Country-specific terms set out at Schedule 1.

Taxable Supply has the meaning given in the Country-specific terms set out at Schedule 1.

Term means the period commencing on the Commencement Date and ending on the termination or expiry of this Agreement.

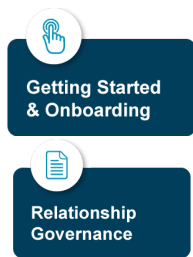
Territory means the country where the contracting InfoTrack entity is located, as specified in Schedule 1.

User Credentials means any usernames, passwords, tokens and other authentication credentials for use by a Permitted User for the purpose of accessing and using InfoTrack Connect.

26.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) if the day on which any act, matter or thing is to be done under this Agreement is not a Business Day in the place where the act, matter or thing is to be done, the act, matter or thing must be done on the next Business Day in that place;
- (c) a reference to monetary amounts means the lawful currency of the Territory, as set out in the Country-specific terms at Schedule 1;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, module, exhibit or attachment is a reference to a clause, part, schedule, module, exhibit or attachment of or to this Agreement;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) a reference to any government department or agency includes any successor of that department or agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the words 'include', 'includes' or 'including' are to be construed without limitation;
- (l) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (m) a reference to this Agreement includes the agreement recorded in this Agreement;
- (n) any schedules and attachments form part of this Agreement.

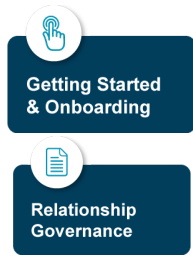


Schedule 1 Country-specific Terms

1. Australia

Details	
InfoTrack	InfoTrack Pty Limited
ABN	36 092 724 251
Address	Tower 2, Level 21/200 Barangaroo Avenue, Sydney NSW 2000
Territory	Australia
Currency	\$, AUD, Australian dollars

Australian-Specific Terms	
The following amendments to this Agreement apply if Partner accesses and uses InfoTrack Connect supplied by InfoTrack Pty Limited or any of its subsidiaries in Australia.	
Governing law (Clause 25.9)	Clause 25.9 is deleted and replaced with the following: <i>Governing law and jurisdiction: This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i>
Definitions and Interpretation (Clause 26.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Australia.
Consumer Guarantees	Consumer Guarantees means the guarantees provided under Division 1 of Part 3-2 of the Consumer Law.
Consumer Law	Consumer Law means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth), any equivalent State or Territory legislation, and any equivalent applicable provisions of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Corporations Act	Corporations Act means the <i>Corporations Act 2001</i> (Cth) and any regulations made under it.
Input Tax Credit	Input Tax Credit has the meaning given to it in the GST Law.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: <ul style="list-style-type: none"> (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is Insolvent within the meaning of section 95A of the Corporations Act; (c) it must be presumed by a court to be Insolvent by reason of an event set out in section 459C(2) of the Corporations Act; (d) it fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act); (e) it has an administrator appointed or any step preliminary to the appointment of an administrator is taken; (f) it has a controller (within the meaning of section 9 of the Corporations Act) or similar officer appointed to all or any of its property; or (g) it has proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.
Insolvent	Insolvent means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
Intellectual Property Rights	Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:



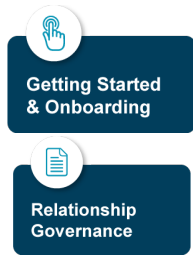
	<ul style="list-style-type: none"> (a) trade marks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and (a) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.
Integration Requirements	https://stagesearch.infotrack.com.au/connect/supplier/documentation
Modern Slavery	<p>Modern Slavery means</p> <ul style="list-style-type: none"> (a) any conduct involving the use of any form of slavery, human trafficking, exploitation, forced labour practices or servitude to exploit children or other persons taking place in operations and/or supply chains; (b) any other slavery-like practices; and (c) any conduct constituting an offence or as otherwise defined as Modern Slavery, under Modern Slavery Law.
Modern Slavery Law	Modern Slavery Law means any primary or delegate or subordinate legislation (and any binding or non-binding guidelines issued by any entity or person so authorised under Modern Slavery Law), applicable in Australia, any State or Territory and otherwise applicable to Partner from time to time with respect to reporting on or addressing the risks of Modern Slavery, including with respect to business operations and supply chains and with respect to related purposes including but not limited to the <i>Modern Slavery Act 2018</i> (Cth); the <i>Modern Slavery Act 2018</i> (NSW); the <i>Modern Slavery Act 2015</i> (UK); and Division 270 of the <i>Criminal Code Act 1995</i> (Cth).
Moral Rights	Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the <i>Copyright Act 1968</i> (Cth) or any other Law), that exist or that may come to exist, anywhere in the world.
Personal Information	Personal Information means ‘personal information’ as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 1988</i> (Cth), the Australian Privacy Principles, the <i>Spam Act 2003</i> (Cth) and the <i>Do Not Call Register Act 2006</i> (Cth) and any State or Territory acts and regulations applicable in the relevant State or Territory; and all applicable binding privacy codes or policies.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Australia Privacy Commissioner.
Related Body Corporate	Related Body Corporate has the meaning given in the Corporations Act.
Tax	Tax means GST.
Tax Invoice	Tax Invoice means an invoice that complies with relevant Tax Law.
Tax Law	Tax Law means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and all regulations and rulings made under it.
Taxable Supply	Taxable Supply has the meaning given under relevant Tax Law.



2. Canada

Details	
InfoTrack	InfoTrack Services Limited
Registration Number	Business Number: 737757724
Address	305 - 5811 Cooney Rd, Richmond, BC V6X 1B5 Canada
Territory	Canada
Currency	\$, CAD, Canadian dollars

Canadian-Specific Terms	
The following amendments to this Agreement apply if Partner accesses and uses InfoTrack Connect supplied by InfoTrack Services Limited (Canada).	
Taxes (Clause 10)	Clause 10 is deleted and replaced with the following: 10.1 All Product Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 10.2 If InfoTrack is required to charge Partner any Taxes, InfoTrack will include such amounts on the Tax Invoice and such amounts are payable at the same time as the related Product Fee. 10.3 Survival of Clause: This clause 10 survives the termination of this Agreement.
Limitation of Liability (Clause 13)	Clause 13.1 does not apply.
Modern Slavery (Clause 22)	Clause 22 is deleted and does not apply.
Governing law (Clause 25.9)	Clause 25.9 is deleted and replaced with the following: Governing law and jurisdiction: This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada without regard to conflict of laws provisions. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis. The Parties irrevocably and unconditionally waive with respect to this Agreement terms, to the fullest extent permitted by law, all of the rights, benefits, conditions, warranties and protections, express, implied or statutory, given by the Sale of Goods Act (Ontario), the United Nations Convention on Contracts for the International Sale of Goods or, in each case, equivalent legislation, if any.
Definitions and Interpretation (Clause 26)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Ontario and British Columbia, Canada.
Consumer Guarantees	The definition of "Consumer Guarantees" is deleted and will not apply.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	The definition of "Corporations Act" will not apply.
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is an insolvent person (within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3); (c) it files a petition for bankruptcy or commences or has commenced against it proceedings under the Bankruptcy and Insolvency Act, RSC 1985, c B-3, the Companies' Creditors Arrangement Act, RSC, 1985, c C-36, or other law relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Insolvent	The definition of "Insolvent" is deleted and will not apply.



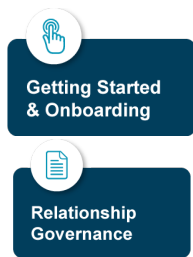
Intellectual Property Rights	<p>Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:</p> <ul style="list-style-type: none"> (a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design; (b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights; (c) patents, trade secrets, know-how, inventions and discoveries; (d) databases, software, algorithms, circuit layouts, designs; (e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and (f) any current or future application or right to apply for the registration of any of the rights referred to in paragraph (a) – (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.
Integration Requirements	https://stagesearch.infotrackcanada.com/connect/supplier/documentation
Modern Slavery	The definition of “Modern Slavery” is deleted and will not apply.
Modern Slavery Law	The definition of “Modern Slavery Law” is deleted and will not apply.
Moral Rights	Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute or any applicable Law), that exist or that may come to exist, anywhere in the world.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and any other applicable provincial or territorial privacy legislation.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Privacy Commissioner of Canada and any applicable provincial information and privacy commissioners.
Related Body Corporate	Related Body Corporate means an “ <i>affiliated body corporate</i> ”, as has the meaning ascribed to it in the <i>Ontario Business Corporations Act, RSO 1990, c B16</i> .
Tax	Tax means harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Partner hereunder.
Tax Invoice	The definition of “Tax Invoice” is deleted and will not apply.
Tax Law	Tax Law means all Laws establishing harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Partner hereunder.
Taxable Supply	The definition of “Taxable Supply” is deleted and will not apply.



3. New Zealand

Details	
InfoTrack	InfoTrack Limited
Registration Number	5999552
Address	Level 1, 110 Symonds Street, Grafton, Auckland, 1010, New Zealand
Territory	New Zealand
Currency	\$, NZD, New Zealand dollars

New Zealand-Specific Terms	
The following amendments to this Agreement apply if Partner accesses and uses InfoTrack Connect supplied by InfoTrack Limited (NZ).	
Taxes (Clause 10)	<p>Clause 10 is deleted and replaced with the following:</p> <p>10.1 <i>All Product Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</i></p> <p>10.2 <i>If the supply of a Partner Product is subject to Tax, Partner must pay to InfoTrack an additional amount equal to the relevant Product Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Product Fee.</i></p> <p>10.3 Survival of Clause: <i>This clause 10 survives the termination of this Agreement.</i></p>
Consumer Guarantees (Clause 11)	<p>New clause 11.7 is inserted as follows:</p> <p>11.7 Consumer Guarantees Act and Fair Trading Act: <i>The Parties agree and acknowledge that, for the purposes of the Consumer Guarantees Act 1993 (NZ) and section 5D of the Fair Trading Act 1986 (NZ):</i></p> <p>(a) <i>the products and services being supplied to Partner under this Agreement are being supplied and acquired in trade and are not of a kind ordinarily acquired for personal, domestic or households use or consumption;</i></p> <p>(b) <i>both Parties are in trade;</i></p> <p>(c) <i>to the maximum extent permitted by Law, and as applicable, the Parties are contracting out of the provisions of the Consumer Guarantees Act 1993 (NZ), the Contract and Commercial Law Act 2017 (NZ) and all terms implied by common law or custom and sections 9, 12A and 13 of the Fair Trading Act 1986 (NZ); and</i></p> <p>(d) <i>it is fair and reasonable to be bound by this clause.</i></p>
Modern Slavery (Clause 22)	Clause 22 is deleted and does not apply.
Governing law (Clause 25.9)	<p>Clause 25.9 is deleted and replaced with the following:</p> <p>Governing law and jurisdiction: <i>This Agreement is governed by the law of New Zealand. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i></p>
Definitions and Interpretation (Clause 26)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in New Zealand.
Consumer Guarantees	Consumer Guarantees means the guarantees under the <i>Consumer Guarantees Act 1993 (NZ) and section 5D of the Fair Trading Act 1986 (NZ)</i> .
Consumer Law	Consumer Law means the Consumer Guarantees Act 1993 (NZ) and the Fair Trading Act 1986 (NZ).
Corporations Act	Corporations Act means <i>Companies Act 1993 (NZ)</i> .
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	<p>Insolvency Event means the occurrence of any one or more of the following events in relation to a Party:</p> <p>(a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;</p> <p>(b) it is insolvent within the meaning of the Corporations Act it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act;</p> <p>(c) it fails to comply with a statutory demand (as defined in the Corporations Act);</p>



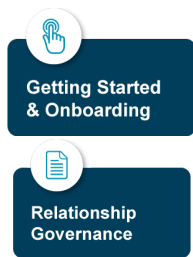
	<ul style="list-style-type: none"> (d) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (e) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (f) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Insolvent	The definition of “Insolvent” is deleted and will not apply.
Intellectual Property Rights	<p>Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:</p> <ul style="list-style-type: none"> (a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design; (b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights; (c) patents, trade secrets, know-how, inventions and discoveries; (d) databases, software, algorithms, circuit layouts, designs; (e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and (f) any current or future application or right to apply for the registration of any of the rights referred to in paragraph (a) – (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.
Modern Slavery	The definition of “Modern Slavery” is deleted and will not apply.
Modern Slavery Law	The definition of “Modern Slavery Law” is deleted and will not apply.
Moral Rights	Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute or any applicable Law), that exist or that may come to exist, anywhere in the world.
Personal Information	Personal Information means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient or its Representatives under this Agreement.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 2020</i> (NZ) and the New Zealand Information Privacy Principles which form part of the Act, and the <i>Unsolicited Electronic Messages Act 2007</i> ; and all applicable binding privacy codes, policies or compliance notices.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the New Zealand Office of the Privacy Commissioner.
Related Body Corporate	Related Body Corporate means “ <i>Related Company</i> ” as defined in the <i>Companies Act 1993</i> (NZ).
Tax	Tax means Goods and Services Tax as defined under the Tax Laws.
Tax Invoice	Tax Invoice means an invoice compliant with relevant Tax Law.
Tax Law	Tax Law means the <i>Goods and Services Tax Act 1985</i> (NZ) and all regulations and rulings made under it.
Taxable Supply	The definition of “Taxable Supply” is deleted and will not apply.



4. United Kingdom

Details	
InfoTrack	InfoTrack Limited
Company Number	09474590
Address	Level 11, 91 Waterloo Road, London, SE1 8RT
Territory	United Kingdom
Currency	£, GBP, Great British Pound

United Kingdom-Specific Terms	
The following amendments to this Agreement apply if Partner accesses and uses InfoTrack Connect supplied by InfoTrack Limited (UK).	
Taxes (Clause 10)	<p>Clauses 10.2, 10.2 and 10.3 are deleted and replaced with the following:</p> <p><i>10.2 Subject to prior receipt of a valid Tax invoice, InfoTrack shall pay any Tax payable on the Fees under this Agreement.</i></p>
Limitation of Liability (Clause 13)	Clause 13.1 is deleted and does not apply.
Privacy (Clause 20)	<p>Clause 20.4 does not apply and is replaced with the following:</p> <p><i>20.4 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of Personal Information and the privacy of electronic communications under applicable Privacy Laws.</i></p>
Governing law (Clause 25.9)	<p>Clause 25.9 is deleted and replaced with the following:</p> <p>Governing law and jurisdiction: <i>This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.</i></p>
Definitions and Interpretation (Clause 26.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
Business Day	Business Day in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in England).
Consumer Guarantees	The definition of "Consumer Guarantees" is deleted and will not apply.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	Corporations Act means the <i>Companies Act 2006</i> (UK).
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	<p>Insolvency Event means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> (a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; (a) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party]; (b) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership)



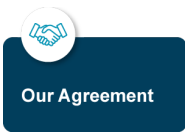
	<p>other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);</p> <p>(e) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;</p> <p>(f) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party;</p> <p>(g) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;</p> <p>(h) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 26.2(a) to 26.2(h)(inclusive);</p> <p>(i) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or</p> <p>(j) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.</p>
Insolvent	The definition of "Insolvent" is deleted and will not apply.
Intellectual Property Rights	Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Integration Requirements	https://stagesearch.infotrack.co.uk/connect/supplier/documentation
Modern Slavery	<p>Modern Slavery means:</p> <p>(a) any conduct involving the use of any form of slavery, human trafficking, exploitation, forced labour practices or servitude to exploit children or other persons taking place in operations and/or supply chains;</p> <p>(b) any other slavery-like practices; and</p> <p>(c) any conduct constituting an offence under applicable Modern Slavery Law.</p>
Modern Slavery Law	Modern Slavery Law means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the <i>Modern Slavery Act 2015</i> (UK).
Moral Rights	The definition of "Moral Rights" is deleted and will not apply.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes: (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Related Body Corporate	Related Body Corporate means an " associated body corporate ", as defined under the Companies Act 2006 (UK).
Tax	Tax means Value Added Tax as defined under the Tax Laws.
Tax Invoice	The definition of "Tax Invoice" in clause is deleted and will not apply.
Tax Law	The definition of "Tax Law" in clause is deleted and will not apply.
Taxable Supply	The definition of "Taxable Supply" is deleted and will not apply.



5. United States

Details	
InfoTrack	InfoTrack US, Inc.
Corporation Number	4444211
Address	110 Greene Street, New York, NY 10012
Territory	United States
Currency	\$, USD, United States dollars

United States-Specific Terms	
The following amendments to this Agreement apply if Partner accesses and uses InfoTrack Connect supplied by InfoTrack US, Inc. or any of its subsidiaries in the U.S.	
Taxes (Clause 10)	<ul style="list-style-type: none"> • Clause 10.2 does not apply. • Clause 10.3 does not apply. • Clause 10.4 does not apply.
Modern Slavery (Clause 22)	Clause 22 is deleted and does not apply.
Governing law (Clause 25.9)	Clause 25.9 is deleted and replaced with the following: Governing law and jurisdiction: <i>This Agreement is governed by the laws of California. The Parties submit to the non-exclusive jurisdiction of its federal and state courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i>
Definitions and Interpretation (Clause 26.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party.
Business Day	Business Day in a place means a day other than a Saturday, Sunday or federal holiday in that place (and if no place is specified, in California).
Consumer Guarantees	Consumer Guarantees means the guarantees as they are defined under the Consumer Law, where applicable.
Consumer Law	Consumer Law means the <i>Federal Trade Commission Act</i> , the <i>California Consumer Privacy Act</i> , <i>California Unfair Competition Law</i> , and any other relevant state or federal consumer protection laws.
Corporations Act	The definition of “Corporations Act” in clause 26.1 is deleted and will not apply.
Input Tax Credit	The definition of “Input Tax Credit” in clause 26.1 is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: <ul style="list-style-type: none"> (d) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts or otherwise becomes Insolvent; (e) it has bankruptcy proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them, or take any comparable action under the United States Bankruptcy Code.
Insolvent	Insolvent means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
Intellectual Property Rights	Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognized at Law and includes all current and future registered and unregistered rights relating to: <ul style="list-style-type: none"> (a) trademarks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, the <i>Patent Act (Title 35 of the United States Code)</i>, the <i>Copyright Act (Title 17 of the United States Code)</i>, the <i>Lanham Act (Title 15 of the United States Code)</i>, and the <i>Trade Secrets Act</i>; and



	(b) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.
Integration Requirements	https://stagesearch.infotrack.com/connect/supplier/documentation
Modern Slavery	The definition of “Modern Slavery” is deleted and will not apply.
Modern Slavery Law	The definition of “Modern Slavery Law” is deleted and will not apply.
Moral Rights	Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the <i>U.S. Copyright Act of 1976</i> , as amended, any other Law), that exist or that may come to exist, anywhere in the world.
Personal Information	Personal Information means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
Privacy Laws	Privacy Laws means all relevant or applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party and includes (only to the extent the relevant Parties are subject to it or required to comply with it under this Agreement) the <i>California Consumer Privacy Act</i> , and any other applicable state or federal acts and regulations.
Regulator	Regulator means any third-party state or federal body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Related Body Corporate	The definition of “Related Body Corporate” in clause 26.1 is deleted and will not apply.
Tax	Tax means the applicable state and local sales tax.
Tax Invoice	The definition of “Tax Invoice” in clause 26.1 is deleted and will not apply.
Tax Law	The definition of “Tax Law” in clause 26.1 is deleted and will not apply.
Taxable Supply	The definition of “Taxable Supply” in clause 26.1 is deleted and will not apply.