

Seltaris C2A General Terms

These General Terms and the GBG Data Processing Agreement govern the Customer's purchase (via the GBG Seltaris platform) and use of the Seltaris products. Additional terms, as specified in the click-to-accept (C2A) link displayed on the Customer's checkout page, also form part of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

"Additional Terms" means the special terms and conditions including those relating to particular Dataset as updated from time to time, as indicated in the Seltaris Terms;

"Agreement" means, in respect of an Order, these General Terms, the Order, and the applicable Seltaris Terms incorporated by reference in accordance with clause 17.10, as accepted by the Customer at the time the Order is executed;

"Applicable Data Protection Law" means worldwide data protection and privacy laws and regulations applicable to the Customer Data (as defined below), including, as applicable, (i) Personal Data Protection (Law No. 27 Year 2022) of Indonesia; (ii) Personal Data Protection Act 2010 (Malaysia); (iii) Data Privacy Act 2012 (Philippines); (iv) Personal Data Protection Act 2019 (Thailand); (v) Privacy Act 1988 (Cth) of Australia; and (vi) any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines, guidance and instructions issued under any of the above or by any other relevant national authorities. For the purposes of these General Terms **"controller"**, **"processor"**, **"data protection impact assessment"** **"data subject"**, **"personal data"**, **"processing"** (and **"process"**) and **"special categories of personal data"** shall have the meanings given in the Applicable Data Protection Law or their equivalent as set out in the Local Laws;

"Authorised Signatory" means an individual duly authorised to sign documentation on behalf of a Party;

"Authorised User" means an individual that is entitled to use and/or receive the benefit of the Software and/or Service in accordance with the Licence and relevant Product Terms;

"Business Day" means an official working day in the country in which the GBG Entity that provides the Software and/or Services is based. This is typically a Monday to Friday (excluding public and statutory holidays);

"Charges" means the charges set out in the relevant Order Form subject to any price variation provisions set out in the relevant Product Terms;

"Commencement Date" means the start date for these General Terms, being the earlier of the date on which the Customer creates an account to register for or otherwise accesses the Seltaris platform or accepts the Agreement;

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) data or information regarding the business, affairs, customers, suppliers, plans, forecasts, pricing, strategies, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information (including the Results where specified in the Additional Terms); (iii) the existence and terms of these General Terms and any Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party;

"Contract Start Date" means the date the Customer's order was processed on the GBG Seltaris website;

"Customer" means the organisation, firm, company or public authority named as part of the Customer's registration on the Customer Portal or where relevant to the Order, on the Order Form, subject to the naming convention provisions at 3.4, and is responsible for paying the Charges owed for the use of the Software and/or Services as stated on the Order Form;

"Customer Data" means any and all data provided to GBG by the Customer for processing in accordance with an Agreement including where relevant any Personal Data;

"Customer Portal" for Seltaris means the website available at <https://dash.datatools.com.au/home> where a Customer may register an account which in turn enables the Customer to view and order Seltaris products.

"Customer Use Case" means the purpose for which the Customer may use the Software, Service and/or Results as described in the Product Terms or Additional Terms, subject to any restrictions on the use of a particular Dataset set out in the Additional Terms;

"Data Processing Agreement" or **"DPA"** means the data processing agreement (including its schedules) that sets out the privacy provisions that shall apply to all Orders executed by the Parties which is available at: <https://www.gbqplc.com/en/legal-and-regulatory/data-processing-agreement/>

"Datasets" means an individual data service included or delivered as part of the Software and/or Service and selected by the Customer and referenced in the Product Terms. Where applicable, this may incorporate Supplier

Data or Supplier Technology or utilise information derived from Supplier Data or Supplier Technology;

“Event of Force Majeure” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than those caused by acts and/or omissions of the affected Party); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default caused by an event of force majeure or the insolvency of suppliers or sub-contractors;

“Facilitation of Tax Evasion” means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person; (b) aiding, abetting, counselling or procuring Tax Evasion by another person; and/or (c) any other actions which would be regarded as facilitation of Tax Evasion under applicable national, federal and/or state laws;

“GBG” means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211;

“GBG Audit Trail” means a copy of the Customer Data and Results of a Service which is retained by GBG for 12 months for the sole purpose of responding to data subject rights;

“GBG Billing Entity” means GBG Group Company that is responsible for invoicing the Customer for the Charges owed for the use of the Software and/or Services as stated in the Seltaris Order Addendum. Where no alternative GBG Billing Entity is named, the GBG Entity shall assume this role;

“GBG Entity” means the GBG Group Company named in the Seltaris Order Addendum as the contracting entity that provides the Software and/or Service to the Customer;

“General Terms” means this framework agreement which sets out the general terms for the supply of Software and/or Services by a GBG Entity to a Customer;

“Group Company” means in relation to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with, that Party;

“Intellectual Property Rights” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database

rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights;

“Licence” means the scope of the licence granted to the Customer for the use of the Software and/or Service as specified in the relevant Order Form and within the relevant Product Terms;

“Local Laws” means the special terms and conditions relating to a particular jurisdiction, country, territory or regulated sector that apply to an Agreement where certain conditions are met, as updated from time to time, available at <https://www.gbqplc.com/apac/legal-and-regulatory/local-laws/> ;

“Order” means a binding commitment by a Customer to purchase Software and/or Services from a GBG Entity as detailed in an Order Form;

“Order Form” means the online order form and checkout page completed and accepted by the Customer through the Seltaris click-to-accept website (including any schedules or annexes linked to it) that specifies the Software and/or Services purchased by the Customer under these General Terms;

“Order Term” means the period during which the Software and/or Services purchased under an Order are made available to the Customer, as specified in that Order.

“Party” means a party to these General Terms and/or any Agreement and **“Parties”** shall be construed accordingly;

“Personal Data” shall have the meaning set out in the Applicable Data Protection Law and shall be applied to all data subjects being processed under the Agreement; provided however, where this term is not defined, it shall mean any information relating to a data subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Persons Associated” means any employee, agent or representative of the relevant Party or other third-party who supplies services to, or on behalf of, the relevant Party;

“Prepayment” means a payment of the Charges by the Customer prior to access or use of the Services;

“Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, adaptation, or alteration,

retrieval, consultation, use, modification, storage, disclosure, restriction, erasure, or destruction;

“**Product Terms**” means the specific terms and conditions relating to the Software and/or Service supplied under these General Terms as referenced in the Seltaris Terms;

“**Results**” means all information provided to a Customer by GBG including the results of any enquiry or search, reports, or management information relating to the Customer’s use of the Software and/or Service. This may, where relevant, include Supplier Data;

“**Sales Tax**” means any tax levied at the point of sale, collected and passed on to the relevant government agency by the GBG Billing Entity;

“**Seltaris Terms**” means the contractual documents applicable to the Customer’s use of the Seltaris platform and purchase of Software and/or Services, as published at <https://datatools.com.au/resources/legal/seltaris/> and described in clause 17.10.

“**Service**” means the service provided by the GBG Entity, including any and all Datasets, provided to the Customer in accordance with an Agreement;

“**Software**” means the GBG product or solution, including any and all Datasets, provided to the Customer in accordance with an Agreement;

“**Supplier**” means a third-party supplier that provides Supplier Data or Supplier Technology to GBG for use within GBG’s Software and/or Services;

“**Supplier Data**” means any data provided to GBG and/or the Customer by the Supplier or used within GBG’s Software and/or Services including, where relevant, any Personal Data;

“**Supplier Technology**” means any technology or solution provided to GBG and/or the Customer by a Supplier and/or used within GBG’s Software and/or Services;

“**Tax Evasion**” means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory;

“**Unauthorised User**” means an individual that uses, accesses or otherwise benefits from the Software and/or Service that is not entitled to use and/or receive the benefit of the Software and/or Service in accordance with the Licence and relevant Product Terms; and

“**User**” in the context of these General Terms means Authorised Users and Unauthorised Users of the Software and/or Service.

its interpretation.

1.3 References to clauses and sections are to clauses and sections of these General Terms.

1.4 A reference to a “**Party**” includes that Party’s personal representatives, successors and permitted assigns.

1.5 A reference to a “**person**” includes a natural person, corporate or unincorporated body (in each case having separate legal personality or not) and that person’s personal representatives, successors and permitted assigns.

1.6 Any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding or following those words.

1.7 A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

1.8 Words in the singular include the plural and vice versa.

1.9 A reference to “**writing**” or “**written**” shall include electronic mail.

2 TERM OF THE AGREEMENT

2.1 These General Terms will become effective on the Commencement Date and will continue in full force and effect until terminated by either Party in accordance with clause 2.2.

2.2 Either Party may terminate these General Terms by providing the other Party with at least ninety (90) days’ written notice. Such termination will come into effect on the date specified in the notice or on the date of termination or expiry of the last active Order under these General Terms whichever is the latter.

2.3 (Not Used).

2.4 Notwithstanding clause 2.1, each Order will come into effect on the Contract Start Date of an Order and shall remain in full force and effect for the applicable Order Term unless terminated earlier in accordance with the Agreement.

2.5 The Customer’s registration on the Customer Portal grants the Customer a limited, revocable right to access the Seltaris platform and upload Customer Data for storage and preparation purposes only. No Software, Service, processing, analysis or Results are provided unless and until the Customer executes an Order.

3 ORDERS

3.1 These General Terms enable the Customer to purchase Software and/or Services from a GBG Entity by executing

1.2 The headings in these General Terms do not affect

an Order as set out in this clause 3.

3.2 Each Order constitutes a separate and independent Agreement for the provision of the Software and/or Service between the GBG Entity and the Customer that executes it.

3.3 For the purposes of any Agreement, unless otherwise specified:

(a) **"GBG"** in such Agreement means the GBG Entity and/or GBG Billing Entity named on the relevant Order Form Addendum (as appropriate),

(b) **"Customer"** in such Agreement means the Customer named on the Order Form (as appropriate),

(c) **"Party"** means either GBG or the Customer, and

(d) **"Parties"** shall mean both GBG and the Customer.

3.4 In respect of each Order, the Parties warrant that they shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to:

(a) As for the Customer, the Customer and its use of the Software/Service including those which relate to the provision of Customer Data;

(b) As for GBG, to GBG and its provision of the Software/Service including those which relate to the provision of Results or, only to the extent relevant, receipt of Customer Data.

3.5 When the Customer purchases Services or accepts an Order through GBG's website, portal, or online checkout process, the individual completing the transaction represents and warrants that they:

(a) are acting on behalf of the Customer organisation;

(b) have the authority to bind the Customer organisation to the Agreement; and

(c) agree, on the Customer's behalf, to the version of the Agreement presented at the time of acceptance;

and the Customer agrees that GBG is entitled to rely on such representation without further investigation, and the Customer is responsible for all Orders placed using its business email domain, account credentials, or payment methods.

4 SECURITY

4.1 The Customer is responsible for the security and proper use of all User identities ("**User IDs**") and passwords used in connection with the Software

and/or Service (including maintaining and enforcing a robust password policy) and compliance with any additional security requirements as outlined in the applicable Agreement.

4.2 The Customer shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly by Authorised Users and are not disclosed to any unauthorised parties whether intentionally or otherwise.

4.3 The Customer must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to an Unauthorised User or is being or is likely to be used in an unauthorised way.

4.4 To maintain the security of the Software and/or Services, GBG reserves the right to:

(a) update User ID and security processes for the Software and/or Services from time to time; and

(b) suspend User ID and password access to its Software and/or Services if at any time GBG reasonably considers that there is, or there is likely to be, a breach of security, misuse of the Software and/or Service or access granted to an Unauthorised User and/or to require the Customer to change any or all of the passwords used by the Customer in connection with the Software and/or Service.

5 CHARGES AND PAYMENT

5.1 The Customer shall pay all invoices issued by GBG immediately as part of the online checkout process. In the exceptional circumstances where Customer has obtained approval from GBG in writing to pay through an alternative payment method (such as by bank transfer), the Customer shall pay the invoice within the timeframe set out on the invoice and if no timeframe is indicated, fourteen (14) days from the date of the invoice and in accordance with the terms of this clause 5 or any additional payment terms set out in the Product Terms.

5.2 Charges will be invoiced and payable in the currency agreed on the Seltaris Order Addendum. Where applicable, Sales Tax will be added to the Charges.

5.3 (Not used).

5.4 If the Customer fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the relevant statutory annual rate in the country in which the GBG Billing Entity is based. An annual rate of 10% will be applied in countries where there is no statutory rate.

5.5 The Customer shall make all payments due under an Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

5.6 Notwithstanding the provisions above:

(a) the Customer shall pay the Charges as a Prepayment as part of the web checkout process; or

(b) where an exceptional approval is granted pursuant to

clause 5.1, then the Customer shall promptly provide the necessary details requested by GBG and such payments shall be collected in accordance with the timeframes set out in clause 5.1.

- 5.7 GBG reserves the right to mandate that the Customer pays such Charges by way of automatic payment methods by providing the Customer with thirty (30) days' written notice. In such circumstance the Customer shall complete the necessary bank instructions and such payments shall be collected on the date agreed by the Parties.
- 5.8 GBG reserves the right to charge the Customer for all Charges associated with the use of the Software and/or Service, including where:
- (a) There is overuse of the Software/Service (i.e., use in excess of the amount initially Licenced on the Order Form); and/or
 - (b) an Unauthorised User has gained access to the Software and/or Service as a result of the Customer's failure to take appropriate security precautions in accordance with clause 4.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 This clause 6 sets out the general position in relation to Intellectual Property Rights. Additional Software and/or Service specific provisions may also be set out in the relevant Product Terms.
- 6.2 The Customer acknowledges that all Intellectual Property Rights in the Software, Service and/or Results belong and shall continue to belong to GBG and/or GBG's Suppliers. Consequently, the Customer may not use the Software, Service or Results outside of the terms of the Licence granted to it within the relevant Agreement.
- 6.3 GBG acknowledges all Intellectual Property Rights in the Customer Data belong and shall continue to belong to the Customer. The Customer grants to GBG a non-transferable, non-exclusive, royalty free, revocable licence to use, disclose and copy the Customer Data where applicable to enable GBG to provide the Software and/or Service and carry out its obligations under an Agreement.
- 6.4 If any third-party makes or threatens to make a claim against GBG, the Customer or one of GBG's Suppliers that the use of the Software, Service and/or Results or part thereof infringes any third-party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
- (a) suspend any part of the delivery of the Software, Service or Results that is subject to the infringement claim made by the third-party;
 - (b) modify the Software, Service, or Results, to avoid any alleged infringement, provided that the modification

does not materially affect the performance of the Software and/or Service;

- (c) if the remedies at 6.4(a) and (b) are not reasonably possible or commercially viable, terminate the Agreement or affected part of the Agreement upon written notice to the Customer and, subject to clause 7.2 below, provide a refund of any Prepayment made by the Customer which at the date of termination has not been and will not be credited against Charges due to GBG for the use of the relevant element of the Software and/or Service.
- 6.5 Except as expressly permitted under an Agreement or by law, the Customer warrants that it will not:
- (a) use or exploit the Intellectual Property Rights in the Software, Service and/or Results or permit others to use or exploit the Intellectual Property Rights in the same outside of the terms of the Licence;
 - (b) use, copy, modify, exploit, adapt, or create derivative works from the Software, Service and/or Results;
 - (c) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software and/or Services;
 - (d) attempt to circumvent or interfere with any security features of the Software and/or Services;
 - (e) assign, sub-licence, lease, resell, or distribute the Software, Services and/or Results or in any other way enable or permit others to use, exploit or benefit from the Intellectual Property Rights in the Software, Service and/or Results;

7 INDEMNITY

- 7.1 GBG will indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by the Customer as a direct result of any third-party instituting any legal or court action against the Customer that the Customer's use of the Software, Service and/or Results, in accordance with the terms of an Agreement, infringes that third-party's Intellectual Property Rights (a "Claim"), provided that the Customer:
- (a) notifies GBG promptly and in any event within 5 Business Days in writing of any Claim;
 - (b) makes no admission or compromise relating to the Claim or otherwise prejudices GBG's defence of such Claim;
 - (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim;
 - (d) gives GBG all reasonable assistance in doing so (GBG will pay the Customer's reasonable expenses for such assistance); and

(e) takes all reasonable steps to mitigate its losses.

7.2 GBG shall not be liable to provide any refund, or meet any Claim under the indemnity at this clause 7, arising as a result of the use of the Software, Service and/or Results in breach of the Customer warranty within 6.5 or to Claims caused by designs or specifications made on the Customer's instructions.

8 CONFIDENTIALITY AND PUBLICITY

8.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third-party except as permitted by clauses 8.4 and 8.6 or to the extent necessary for the proper performance of an Agreement.

8.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.

8.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under these General Terms and/or an Agreement.

8.4 Each Party may disclose the other Party's Confidential Information:

(a) to its or its Group Companies' employees, officers, representatives, advisers and third-party suppliers who need to know such information to perform its obligations under these General Terms and/or an Agreement. Each Party shall ensure that its and its

Group Companies' employees, officers, representatives, advisers and third-party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 8;

(b) as may be required by law, court order or any governmental or regulatory authority; or

(c) where the other Party agrees it may be disclosed; and/or

(d) where disclosure is strictly necessary for the proper performance of an Agreement.

provided that in the case of (a), (b) and/or (c), the relevant Party shall ensure that any person to whom it discloses the Party's Confidential Information complies with obligations no less protective of the Confidential Information than those contained within this clause 8.

8.5 For the purposes of this clause 8, Confidential Information shall not include information which:

(a) is or becomes generally available to the public (other than through a breach of these General Terms and/or any Agreement);

(b) is lawfully in the possession of the other Party before the disclosure under these General Terms and/or any Agreement took place;

(c) is obtained from a third-party who is free to disclose it; or

(d) the Parties agree in writing is not confidential.

8.6 Notwithstanding the terms of this clause 8, once the order has been processed online, GBG may: (a) issue a press release relating to the Parties' entry into an Agreement; and/or (b) reference the Customer within GBG's marketing collateral by including the Customer's logo, a testimonial and/or case study.

9 DATA PROTECTION

9.1 Both Parties will comply with their respective obligations as set out in the DPA and/or any additional privacy provisions that relate to the use of certain Datasets and/or Results, as set out within the Additional Terms.

9.2 The Customer shall comply with the relevant provisions within the DPA.

10 LIABILITY

10.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence; fraud or fraudulent misrepresentation; wilful or deliberate misconduct; gross negligence; or any other type of liability that cannot by law be excluded or limited. In addition, nothing in this Agreement limits the Customer's obligation to pay Charges.

10.2 Save as set out in clause 10.1 each Party's liability to the other Party under or in connection with an Order, in respect of clauses 4 (Security), 6 (Intellectual Property Rights) 7 (Indemnity); 8 (Confidentiality and Publicity) and 9 (Data Protection) shall be subject to a cap of £1,000,000 GBP (or equivalent in local currency) per breach.

10.3 Subject to clauses 10.1 and 10.2, each Party's aggregate liability to the other Party under these General Terms or under or in connection with an Order, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either (a) where an applicable Order exists, the Charges payable under that Order in the 12 month period preceding the breach, or (b) where no such order exists £5000 GBP (or equivalent in local currency).

10.4 Neither Party shall be liable for loss of profits, loss of business or anticipated savings, loss of or damage to reputation, loss of or damage to goodwill, any special, indirect or consequential loss or damage.

10.5 Due to GBG's reliance on Suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant:

- (a) uninterrupted availability of the Service or Results; and
- (b) that the use of the Software, Service and/or the Results will meet the Customer's business requirements and the Customer accepts that the Software/Service was not designed or produced to its individual requirements and that it was responsible for its selection;

consequently, the Customer agrees that except as expressly set out in an Agreement, all warranties, conditions and other terms relating to the Software, Service and/or Results and any Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement. GBG shall not be responsible for the decisions that the Customer makes as a result of the information, Service or data that GBG provides to the Customer under an Agreement.

11 SUSPENSION AND TERMINATION

11.1 Where reasonable and appropriate to do so, GBG may suspend all or part of the Service delivered under an Order immediately and without providing notice in the event that the Customer breaches or GBG acting reasonably suspects that the Customer has committed a material breach of any relevant Agreement. In the event of such suspension GBG shall use commercially reasonable efforts under the circumstances to:

- (a) provide the Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension;
- (b) where practicable, limit the suspension based on the circumstances leading to the suspension (e.g. only the affected Datasets); and
- (c) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved.

11.2 Either Party may terminate an individual Agreement :

- (a) In the case of a monthly subscription, by providing at least 30 days' notice prior to commencement of the next monthly subscription period (any termination under this clause to take effect at the end of the month following the applicable monthly subscription period); or
- (b) on immediate notice in writing to the other if any of the following applies:
 - i. the other Party commits a material or persistent breach of an Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply

with the provision in question in all respects other than as to the time of performance;

- ii. the other Party commits a material or persistent breach of an Agreement which cannot be remedied;
- iii. if one Party's financial position deteriorates to such an extent that in the other Party's reasonable opinion its capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

- (c) In accordance with any other termination rights expressly stated within the Agreement.

11.3 Effect of Termination. Upon termination of these General Terms and/or an individual Agreement (or part thereof):

- (a) the Customer will: (i) cease using the Software and/or Service; (ii) (where applicable) remove any Software installed within the Customer's own environment, and (iii) promptly pay any Charges due and
- (b) GBG will cease providing the Software/Services

11.4 For the avoidance of doubt, if GBG terminates an Agreement following a breach by the Customer, the Customer agrees to pay GBG the Charges due (including any Prepayments), if any.

11.5 The termination of these General Terms or an individual Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination, nor shall it affect the continuation in force of any provision of an Agreement that is expressly or by implication intended to continue in force after termination.

11.6 For the avoidance of doubt, a breach of these General Terms shall be treated as a breach of the relevant Agreement then in effect, or, where no Agreement is then in effect, as a breach of these General Terms entitling GBG to exercise its rights under this clause.

12 AUDIT, INSPECTIONS AND RECORDS

12.1 The Parties acknowledge and accept that, due to the nature of the Software and/or Services provided, a mutual right to carry out an audit and/or inspection is required for each Party to be able to verify and monitor the other Party's compliance with its material obligations under the Agreement. The following provisions of this clause 12 are to give effect to that requirement.

12.2 The Auditing Party shall:

- (a) be entitled to conduct an on-site audit and/or inspection or to appoint a third-party auditor, subject to the Auditing Party and/or its third-party auditor's agreement to reasonable and appropriate confidentiality undertakings.

12.3 The Auditing Party shall provide reasonable prior notice of any such audit, save where:

- (a) the Auditing Party reasonably believes that the Audited Party is in breach of its obligations under the Agreement; and
 - (b) such notice is likely to prejudice or unreasonably delay the investigation of such breach, for example in the case of a Data Breach or security incident involving personal data.
- 12.4 Audits shall not be carried out on more than one occasion per year of an Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement.
- 12.5 If any audit undertaken in accordance with this clause 12 identifies a breach of the Agreement by the Audited Party, then without prejudice to any rights and/or remedies the Auditing Party may have, the Audited Party shall take the necessary steps to comply with its obligations.
- 12.6 The provisions of this clause 12 shall survive termination or expiry of the Agreement for a period of 12 months.
- 13 DISPUTE RESOLUTION**
- 13.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then the Parties shall follow the procedure set out in this clause 13, specifically:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of GBG and the Customer shall attempt in good faith to resolve the Dispute;
 - (b) if the authorised representatives of GBG and the Customer are, for any reason, unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated, appropriately in the circumstances, within GBG and the Customer in an attempt in good faith to resolve the matter; and
 - (c) if, following escalation of the Dispute as described in clause 13.1(b) above, GBG and the Customer are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties may attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts in accordance with clause 18.2.
- 13.2 Notwithstanding clause 13.1 above, the Parties acknowledge that damages alone may not always be an adequate remedy for a breach by the other Party of the terms of an Agreement. Without prejudice to any other

rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

14 EVENT OF FORCE MAJEURE

- 14.1 Neither Party shall be in breach of an Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under an Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non- performance continues for 30 days, the Party not affected may terminate the affected Agreement immediately by giving written notice to the affected Party.

15 NOTICES

- 15.1 Notices required to be given under an Agreement must be in writing and may be delivered by email, hand or by courier, or sent by first class post to the following addresses:

(a) to GBG:

- (i) at its registered office address and marked for the attention of the Head of Legal; and
- (ii) by email to legal@gbgplc.com or other email address as notified from time to time; and

(b) to the Customer:

- (i) at the address listed on the relevant Order Form or the Customer's registered office address (in the case of a corporate body); or
- (ii) by email to the address specified by the Customer as its legal notice email address on the relevant Order Form or if not provided or undeliverable, to such other Customer contract email address as set out on the Order Form and updated from time to time.

- 15.2 Any notice shall be deemed to have been duly received:

- (a) if delivered by hand or by courier, when left at the address referred to in clause 15.1 or if sent by first class post, two Business Days after the date of posting.
- (b) if delivered by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.2(b) business hours means 9.00am to 5.00pm on Business Days.

- 15.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

16 BRIBERY, TAX EVASION AND ETHICAL TRADING

- 16.1 Both GBG and the Customer undertake:
- (a) not to engage in Tax Evasion or the Facilitation of Tax Evasion of any kind in any territory;
 - (b) to implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party;
 - (c) to take such steps as may be required to ensure compliance with all applicable laws relating to anti-bribery, anti-corruption, modern-slavery and human trafficking (the "**Compliance Requirements**");
 - (d) to implement, maintain and, where appropriate, enforce its own policies and procedures as required to comply with the Compliance Requirements throughout the term of these General Terms and any Agreement;
 - (e) not to do, or omit to do, any act that will cause the other Party to be in breach of the Compliance Requirements;
 - (f) to promptly provide the other Party with such information as it may request in order to comply with its own reporting obligations under the Compliance Requirements; and
 - (g) to promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of an Agreement.
- 16.2 Each Party shall promptly and without undue delay, notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 16.

17 MISCELLANEOUS

- 17.1 The Parties acknowledge and accept that GBG may be required to make changes to an Agreement from time to time. In such circumstances the process outlined in this clause 17.1 shall apply. Specifically:
- (a) GBG shall be entitled to make changes to the Additional Terms as required to reflect a change to the Dataset or Supplier Data, a change in Supplier, a change to the licencing terms imposed on GBG by the relevant Supplier and/or a change in regulation, law or guidance. In such circumstances, GBG will promptly notify the Customer of the change;
 - (b) GBG shall be entitled to make changes to an Agreement as required to reflect a change in regulation, law or guidance, or to reflect operational changes to the way in which the Software and/or Services are delivered; or to add in new countries and provisions not previously covered by the Local Laws pages. In such circumstances, the update or amendment will be

shown on the Local Laws page. Where a change to an Agreement is considered by GBG (acting reasonably) to be material and/or negatively impacts the delivery of the Software and/or Service, GBG will promptly notify the Customer of the change.

- 17.2 Save as set out in clause 17.1, all changes to an Agreement must be recorded in writing and signed by both Parties.
- 17.3 (Not Used).
- 17.4 The Customer may not assign or transfer (in whole or in part) any of its rights or obligations under an Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 17.5 GBG will grant consent to a Customer assignment provided that, the assignment would not:
- (a) put GBG in breach of regulatory requirements including Applicable Data Protection Laws;
 - (b) put GBG in breach of its contractual obligations to its Suppliers;
 - (c) conflict with the provisions set out in the Additional Terms; or
 - (d) be to a competitor of GBG.
- 17.6 GBG may assign its rights and obligations to a GBG Group Company or a potential purchaser in a mergers and acquisition transaction without consent.
- 17.7 Save where expressly stated in an Agreement, no term of an Agreement is intended to confer any benefit on or be enforceable by any third-party whether automatically granted by any applicable legislation or otherwise.
- 17.8 An Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter. Notwithstanding, nothing in this Agreement is intended to exclude, restrict, or modify any consumer rights under the *Competition and Consumer Act 2010 (Cth) (CCA)* or any other legislation which cannot be excluded, restricted, or modified.
- 17.9 The Parties agree that:
- (a) neither Party has been induced to enter an Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 17.10 In the event of a conflict in respect of the provisions of an Agreement, the following rank of precedence applies:

- (a) the Additional Terms;
 - (b) the DPA;
 - (c) the Local Laws;
 - (d) the Product Terms and any applicable schedules;
 - (e) these General Terms;
 - (f) the Order Form; and
 - (g) the Order Addendum.
- (b) enforcement proceedings against the other Party in the courts of any jurisdiction where such Party or such Party's property or assets may be found or located.

17.11 If any provision of an Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of that Agreement, and the validity and enforceability of the other provisions of that Agreement shall not be affected.

17.12 An Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of an Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

17.13 No failure or delay by a Party to exercise any right or remedy under these General Terms and/or any Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

17.14 Unless otherwise stated herein, the rights and remedies provided under any Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

18 GOVERNING LAW AND JURISDICTION

18.1 The Parties warrant that they each have the authority and capacity to enter into an Agreement.

18.2 Each Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with laws of New South Wales, Australia ("**Governing Law and Jurisdiction**"), save where the Local Laws specifies that certain provisions must be subject to local governing laws ("**Local Governing Law and Jurisdiction**").

18.3 Both Parties submit to the exclusive jurisdiction of the courts of the relevant Governing Law and Jurisdiction, save that either Party may elect to bring:

- (a) proceedings against the other Party in the courts of any Local Governing Law and Jurisdiction where required to by the Local Laws or the DPA; and/or