

Sektor Pty Ltd

2 Unwin Street, Rosehill, NSW 2142, Australia. Ph +61 9947 1555 www.sektor.com.au

1. GENERAL

These Terms: The supply of Goods under a Purchase Order (**PO**) accepted by Sektor Pty Ltd as General Partner for the Sektor Limited Partnership (ABN 74 297 651 095) (**Company, Us, We, Our**) to the Customer (**Customer, You, Your**) will be subject to these Terms and Conditions of Sale (**Terms**).

Variation: No variation of, or substitution for these Terms (even if included or referred to in the PO) will be binding on Us, without Our prior written approval. To be clear, these Terms will prevail over any of Your terms and conditions including those contained in any document between Us. These Terms also supersede all prior discussions and arrangements.

We may amend these Terms (including any credit terms) from time to time by written notice to You. You will be treated as having accepted the changed terms if You send a PO to Us after receiving notice of those changes.

Availability: Acceptance of these Terms does not mean You will have access to all Goods. Certain Goods are classified as 'Authorised Goods' and are not available to all customers.

2. SEKTOR WEB ORDERING PORTAL - ORDERS AND WEB ACCESS

Your access: Our website, <http://www.sektor.com.au> and Our URL's that link to Our web site provide You with access to product details, specific pricing to Your account, RMA tracking, service job tracking, the ability to view invoices and statements, along with other information helpful to You as a reseller of the Goods, via a secured logon. As this **information is confidential** and specific to You, a User ID and initial Password is required.

To access Your account portal for the first time, click on "Sign In" (<https://www.sektor.com.au/MyAccount/SignIn>) on our home page and follow instructions to register.

The Sektor Web ordering portal: These Terms apply to all orders placed by You on the Sektor web ordering portal. We may restrict access to the web ordering portal at any time without prior notice to You.

3. PRICES

Changes: Unless otherwise agreed in writing, We may vary the prices stated for the Goods, including to take account of any increase in shipping costs, product costs or cost of materials, services or exchange rate fluctuations at the time of acceptance of a PO. To be clear, prices may be varied without notice.

Pricing in a PO: We reserve the right to accept or reject any PO (written or verbal), at Our discretion. However, if a PO is accepted, We will not vary the prices without Your prior written consent.

GST exclusive: All prices listed are GST exclusive unless otherwise stated.

4. PAYMENT

Timing: Payment for Goods must be made prior to delivery, except as set out below.

Payment method and fees: Payment may be made by Electronic Funds Transfer or Credit Card. Payments accepted by Credit Card will incur a transaction fee.

Credit terms: We may offer credit terms if a satisfactory trading history has been established with Us (determined by Us in our sole discretion).

If credit terms are extended to You, We may reduce or withdraw any credit extended to You and require You to immediately pay all monies owed to Us if You:

- (i) breach any of these Terms; or
- (ii) in Our reasonable opinion, You are suffering from an insolvency event, or are likely to be unable to pay Your debts as they fall due, or You have had a receiver or liquidator appointed, or may or are undergoing any similar event.

Without prejudice to any other rights of Ours, unless payment is made to Us on or before the due date, Your account will be automatically suspended until payment is made in full and received in cleared funds to Us (unless payment is otherwise arranged and confirmed in writing by Us).

Solvency: You warrant that as far as You are aware, You and Your shareholders, controllers, owners and affiliates (as applicable) are solvent and able to pay debts as they fall due.

Interest and costs for late payment: You agree to pay interest to Us on all overdue charges at the rate of 1.5% per month, payable monthly. Interest will accrue from the due date until actual payment occurs.

You must also pay to Us all debt collection agency costs and legal fees incurred by Us in recovering over-due payment. Interest will also accrue on these costs and expenses at the rate of 1.5% per month calculated monthly from the date on which they are paid by the Company until payment of the same by You to Us.

AUD: All payments must be made in Australian Dollars unless otherwise agreed in writing.

No deduction or withholding: Except as otherwise described in these Terms, You must pay all amounts under these Terms in full without any deduction or withholding, except as required by law. You must not assert any credit, set-off or counterclaim against Us, in whole or in part.

Payment dispute: If You dispute any invoice (in whole or in part), You must provide full details, including supporting information, of the dispute to Us. Disputes regarding invoices are deemed to be waived 20 business days following the invoice date. If any portion of an invoice is not disputed, that undisputed amount must be paid by no later than the payment due date.

5. DELIVERY

Delivery location arrangements: Delivery will be made to the location specified on the PO. You will be liable for all freight costs. You must provide reasonable access to the point of delivery for offloading of the Goods without delay. Unless otherwise agreed in writing, You are responsible for (at Your expense) providing labour or necessary equipment to ensure the Goods can be offloaded safely.

If You do not take delivery of the Goods, We may, at our discretion and without prejudice to any other rights:

- (i) store or arrange for storage of the Goods and charge You for all costs and expenses including transportation, storage and insurance;
- (ii) make arrangements for the redelivery of the Goods and charge You for the costs of redelivery; and
- (iii) after 10 business days, resell or otherwise dispose of part or all of the Goods and charge You for any shortfall below the PO prices of the Goods.

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Instalments: We may deliver the Goods in instalments. Any delay in delivery or defect in an instalment does not entitle You to cancel any other instalment.

Damaged, lost or destroyed Goods: If Goods are damaged in transit to You or not all Goods ordered are delivered, You must:

- (i) promptly notify Us and the relevant carrier; and
- (ii) provide a second written notification including a detailed and complete claim within 2 business days of delivery.

If Goods are lost or destroyed in transit, You must:

- (i) notify Us and the relevant carrier within 5 business days of the consignment date (as notified by Us); or
- (ii) where the carrier's tracking notification states a delay in delivery, You must notify Us within 5 business days of the carrier's revised delivery date. For tracking purposes, You will receive the invoice for the delivery prior to the shipment being received.

Unless You notify Us and the carrier as required by this clause, We will have no responsibility to investigate or remedy any issue related to the delivery of the Goods.

Delivery dates approximate: Any period or dates quoted for delivery are approximate only. We accept no liability for any loss, injury, damage or expenses arising out of or in connection with any delay in delivery. Undue delay caused by any circumstance beyond Our control will not entitle You to cancel any PO or to refuse to accept delivery, unless otherwise agreed by Us in writing.

Overseas Goods: If We are required to procure overseas Goods to fulfil a PO, the PO is subject to confirmation by Us, and may also be subject to an import licence being available if and when required.

6. INSURANCE

We will insure Goods while in transit from Our premises to the delivery address. You are responsible for insuring Goods once those Goods have been delivered to the delivery address, except where those Goods are 'Evaluation Goods'.

7. CANCELLATION OR CHANGE OF PURCHASE ORDER

Cancellation or Change of PO: Your PO is deemed to be accepted by Us within 2 business days of receipt unless We advise You otherwise. Once a PO has been accepted by Us it may not be changed or cancelled by You for any reason without Our written consent. Where We consent to a change or cancellation, it may be subject to a fee at Our sole discretion.

Change of Delivery Date: You agree to take delivery of any order as soon as the Goods are available unless otherwise agreed by Us in writing at the time of acceptance of your order. You may not delay delivery of any order without Our written consent and where a delay is agreed, it may be subject to a fee at Our sole discretion.

8. RETURNS

Returns need Our approval: Return of any Goods is subject to Our prior written consent. If We consent to a return, then (i) Goods must be returned in the manner described in this clause, and (ii) may be subject to a fee at Our sole discretion.

RMA: Before returning such Goods, You must request, and We must have issued, a Return Merchandise Authorisation (**RMA**). Goods will not be accepted for return by Us without the RMA number label displayed on the outer packaging of the returned Goods.

Requirements for return and shipping method: Goods must be returned to Us in original unmarked packaging including all original documentation and accessories. You must ensure that returned Goods are shipped to Us (in accordance with our directions) and insured (paid by You).

Unauthorised Returns: Unauthorised returns will be shipped back to You at Your expense (a handling fee may also apply).

9. OWNERSHIP

Risk: Risk in Goods supplied by Us passes to You on delivery to You or into custody on Your behalf.

Title: Title in the Goods supplied by Us pass to You when all outstanding indebtedness is paid to Us in respect of those Goods.

Retained Goods: The following applies to any Goods delivered to You, to which You do not have title, including any Evaluation Goods (**Retained Goods**):

- a. (**How You must deal with Goods**) Until full payment for those Goods has been made to Us, You agree that: (i) You hold Retained Goods as fiduciary and bailee agent for Us; (ii) You will store, at all times, the Retained Goods separately from Your or any third party's goods so that they remain identifiable; (iii) You will not encumber or allow any charge or security interest over the Retained Goods; (iv) You will insure the Retained Goods; and (v) We are permitted to enter Your premises without prior notice to inspect and/or repossess the Retained Goods, and to keep or resell any of the Retained Goods repossessed.
- b. (**Intermingling Goods**) If You manufacture, intermingle or deal with the Retained Goods such that they become an integral part of any other object (**Processed Goods**) then You hold such Processed Goods on trust for Us until payment for those Goods has been paid in full to Us.
- c. (**Normal course of trade activities**) Unless otherwise directed by Us, You may (on behalf of Us) sell the Retained Goods and Processed Goods to a third party in the normal course of trade. You are accountable to Us for the proceeds derived from such sale, and You will hold such proceeds on trust for Us. You must pay the proceeds to Us when due.
- d. (**Records**) You must maintain separate records in relation to the Retained Goods and Processed Goods, and make these records, the Retained Goods, and Processed Goods available for Our inspection at any time on reasonable notice to You.

10. EVALUATION GOODS

Evaluation Goods: We may make evaluation Goods available to You to allow You to evaluate product features and benefits prior to purchasing (**Evaluation Goods**). Insurance of the Evaluation Goods is covered by Us.

Your responsibilities: You must not:

- (i) leave Evaluation Goods (or allow them to be left) in the possession or control of Your customer (**End User**); or
- (ii) further install (or allow to be installed) the Evaluation Goods on trial, in each case unless agreed in writing by Us. If We agree for the Evaluation Goods to be left in the control of the End User, You must ensure that You (or the End User) insures the Evaluation Goods for full replacement value and in accordance with best industry practice.

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Time for return: You must return the Evaluation Goods to Us within 14 business days unless purchased prior.

Method of return: Returned Evaluation Goods are to be shipped freight and insurance paid by You. Where Evaluation Goods have been shipped to You in brand new unopened factory condition and wrapped or shipped in an outer carton, You will return to Us either outer wrapped or packaged to preserve the original factory packaging condition. Any missing, marked or damaged packaging, product, manuals or accessories, will be charged to You in full on return. Evaluation Goods not returned according to these conditions will be charged in full to You at the end of the evaluation period.

Freight and costs: Freight and the purchase cost (if pre-paid) on the order of the Evaluation Goods will be credited in full in accordance with this clause if returned to Us within the 14 business day evaluation period.

11. WARRANTY

Manufacturer's warranty (12 months): We will pass through the benefit of any manufacturer's warranties in respect of the Goods to You. Unless otherwise stated on Our web site, or at the time of purchase, the manufacturer's warranty for all Goods will be a 12 month, return to base, parts and labour warranty (**Warranty**).

Extended warranty: If an extended warranty (**Extended Service Contract**) is taken on Goods, or unless otherwise stated in writing, the scope of that Extended Service Contract will be as per the standard Warranty for the extended period taken. An Extended Service Contract must be made within 30 days of the original purchase. In special circumstances an Extended Service Contract may be offered after this 30 day period but will not be available after the expiry of the standard Warranty period. If an Extended Service Contract is offered, it is to be taken on the total initial invoiced value and quantity of Goods and is to be paid in full on invoice.

Extended Software Assurance Contract: An 'Extended Software Assurance Contract' is available on specific software licensed Goods. If taken, unless stated in writing, the scope of the Extended Software Assurance Contract will be on the same terms as the Warranty. Extended Software Assurance Contracts are not available in conjunction with Extended Service Contracts.

Exclusions from Warranty: Damage caused by misuse or abuse or use that is not in accordance with Our or the manufacturer's instructions, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under Warranty, and may not be covered under an Extended Service Contract or Extended Software Assurance Contract. No warranty is given in respect of consumables. Proof of Purchase must be supplied with all claims.

12. SECURITY INTERESTS

Registration of security interest: You acknowledge that by agreeing to these Terms (in particular, clause 9 "Ownership") You grant a security interest under the *Personal Property Securities Act 2009 (PPSA)* to Us in the Goods supplied by Us to You and any proceeds of the sale of such Goods. We may register on the Personal Property Securities Register (**PPSR**) a security interest or Purchase Money Security Interest in the Goods.

Your assistance: You must provide such information and assistance (e.g. execute documents) as in Our opinion may be necessary to enable Us to perfect under the PPSA the security interest under these Terms as a first priority interest or with such other priority as We may agree in writing.

Access to information: You must supply to Us, within 7 business days of written request, copies of all documents granting security interests registered over Your property. You authorise Us as an agent to:

- (i) request copies of all documents granting security interests registered over Your property
- (ii) request any information from any secured party relating to any security interest which is or has been held in any of Our Goods which is or has been in Your possession or control.

Enforcement of security interest: You agree that pursuant to s 115 of the PPSA and to the maximum extent permitted by law, that the following provisions of the PPSA do not apply (and You waive Your rights under these provisions): sections 95 (notice of removal of accession), 118, 121(4) (enforcement of liquid assets notice to Grantor), 125 (obligation to dispose of certain collateral), 129(2) (notice of disposal by Grantor), 129(3) (purchase of collateral), 130 (notice of disposal), 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of accounts if no disposal), 135 (notice of retention of collateral), 142 (redemption of collateral) and 143 (reinstatement of security agreement) of the PPSA will not apply to these Terms or the security created by these Terms. You also waive the right to receive a Verification Statement under the PPSA.

Dealing with the Goods: You must not create or allow or permit the creation of a security interest in any of the Goods in favour of any person other than Us without our prior written consent. You must also not allow or permit the creation of a lien over any of the Goods.

Change of name or control: You must immediately notify Us in writing of any change in Your or Your affiliates name or ownership or control.

13. REPRESENTATIONS AND LIABILITY

Your representations: When You supply the Goods to another person in the course of trade, You must not give any undertaking or make any representation in relation to the Goods other than any information which appears on any label or publication issued or approved by Us or the manufacturer or which is otherwise subject to Our prior written approval.

Suitability: You agree that You have made Your own assessment of the suitability of the Goods – and You have not relied on any statement made by Us for such purpose.

No responsibility: To the maximum extent permitted by law, We will not be liable, whether in contract, tort (including negligence), statute or otherwise, for any damages or loss of any kind arising out of or in connection with the Goods (including where arising from the failure of Goods to function or operate satisfactorily). The Company accepts no responsibility or liability for incorrect placement of POs, including orders placed via the web.

Neither party liable for consequential loss: Except for in respect of any breach of Our intellectual property rights by You, neither party will be liable to the other for any loss of profits, loss of revenue, loss of data, loss of business, loss of use, loss of goodwill, or for any indirect, incidental, special, or consequential damages.

Exclusion of certain things: Any representation, warranty, condition or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

Limit on Our liability: Our liability for any other liability that has not been, or cannot be, excluded, or any breach of a condition or warranty that cannot be excluded, is limited, at Our option, to (i) re-supplying the Goods (or paying the cost of re-supplying the Goods), or (ii) repairing (or paying the cost of repairing) the Goods. Nothing in these Terms excludes, restricts or modifies any rights or remedies, or any guarantee, warranty or other term or condition implied or imposed by any legislation that cannot be lawfully excluded, restricted, modified or limited under law, including under the 'Australian Consumer Law'.

14. END USER LIABILITY AND CONTRACT REQUIREMENTS

Without limiting clause 13:

- a. We are not liable, whether in contract, tort (including negligence), statute or otherwise, to You or any End User in respect of software where the End User has entered into an end user licence agreement (**EULA**) with the third party software vendor; and
- b. if You provide managed or professional services to an End User, We expressly make no, and specifically disclaim all representations or warranties, express or implied, regarding any such managed or professional services or any other similar service provided by You to the End User; and
- c. where: (i) the End User has contracted with You, for You to provide it with managed or professional services (**Services Agreement**); (ii) a EULA has been entered into by the End User and a third party software vendor for the software for which the services are provided; and (iii) You are in breach of clause 16.(v) insolvency event of these Terms, then We may instruct You to assign Your rights and obligations under the relevant Services Agreement to a third party nominated in writing by Us. You must promptly ensure that such rights and obligations are validly assigned on receiving such instruction.

You must ensure that before providing any Goods or services relating to software to an End User, the End User has entered into a written agreement with You which:

- d. includes equivalent provisions to sub-clauses a, b and c above;
- e. in the case of sub-clause c, provides that no consent from the End User is required in respect of such an assignment of Your rights and obligations, and that the End User will promptly execute any documentation reasonably required for the assignment; and
- f. in each case, provides that such provisions are for the benefit of, and may be enforced against the End User by Us.

15. INDEMNITY

Indemnity in favour of Us: You will indemnify Us against any claims by a third party (including merchants and customers) for, damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that We may incur: (a) with respect to any negligent act or omission by, or wilful misconduct by You or Your employees, agents, contractors, consultants or representatives; (b) as a result of: (i) any warranty condition, representation, indemnity or guarantee granted by You or provided by law in addition to or in lieu of the limited warranties specified in the clause 11 (Warranty); (ii) any omission or inaccuracy in Your marketing and promotional materials that relate to the Goods; (iii) any modification of or addition to the Goods not provided or approved by Us; and (iv) Your failure to comply with these Terms.

Indemnity in favour of You: We will indemnify You against any claims by a third party for, damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that You may incur: (a) with respect to any negligent act or omission by, or wilful misconduct by Us or Our employees; (b) as a result of any omission or inaccuracy in Our own marketing and promotional materials (this does not include third party materials including manufacturers) that relate to the Goods; and (c) Our failure to comply with these Terms.

This clause does not limit any other remedies available to Us or You under these Terms.

16. DEFAULT AND TERMINATION

Default by You: If there is a default by You under these Terms, We may, without limiting any other right or claim We may have against You, immediately:

- (i) withhold delivery of any Goods ordered by You; and
- (ii) cease to supply Goods to You.

Examples of a default by You: A default by You includes any one or more of the following, namely You:

- (i) do not pay Us by the due date;
- (ii) fail to take delivery of the Goods as ordered;
- (iii) exceed Your credit limit at any time and fail to pay Your account as requested by Us;
- (iv) commit a breach of these Terms which remains unremedied after 10 days of Our request to remedy the breach; or
- (v) become insolvent, are declared bankrupt, are unable to pay Your debts as they become due or any step or proceeding is taken which could lead to Your liquidation or winding up under insolvency laws in Australia or if You make an assignment for the benefit of creditors or apply for or consents to the appointment of a trustee or receiver for any portion of Your property.

Our rights if there is a default by You: Without limiting its rights under this clause, if You are in default, We may take one or more of the following actions:

- (i) (**credit limit**) vary or withdraw any approved credit limit;
- (ii) (**future orders**) refuse to accept any future orders;
- (iii) (**current PO's**) cancel or suspend any unfilled PO's;
- (iv) (**termination**) terminate these Terms in which case all unfulfilled PO's are cancelled; or
- (v) (**reclaiming possession of Goods**) enter (at any time) any premises occupied by You or Your agents at which Our Goods are stored and reclaim possession of those Goods. You indemnify Us from and against any claims, losses or costs arising from any action taken by Us pursuant to this clause.

Termination by You: You may terminate these Terms or a PO if We commit a material breach of these Terms which remains unremedied after 20 business days of Your request for Us to remedy the material breach.

Cancelling and terminating: On the cancellation and termination of these Terms and any PO:

- (i) all amounts owing by You are immediately due and payable; and
- (ii) You must immediately return to Us or Our nominated representative any Goods which have been delivered but not paid for. You must also return any material, documentation, promotional materials or other information given by Us to You.

17. EVENT BEYOND CONTROL

We will not be liable for any failure or delay in performing Our obligations under these Terms where such failure or delay results from any cause whatsoever beyond Our control, including an Act of God, war, terrorism, strike, riots, government intervention, pandemic, industrial stoppage or natural disaster or otherwise. If such an event occurs, We may by written notice cancel or suspend the PO without incurring any liability to You.

18. ASSIGNMENT

A PO and any payments to be made in relation to it must not be assigned or transferred without Our prior written approval, which will not be unreasonably withheld or delayed.

19. CONFIDENTIALITY

Use: A party may be required to share confidential information about its business and in Your case, this may include confidential information about Your End User. In Our case, it may include product and pricing information. Any such information given by either party will be held by the other party in strict confidence and will not be disclosed to any third party and must only be used for the direct purpose to which the information was given, except to the extent required to be disclosed by law, regulatory authorities, or the requirements of any stock exchange, or with the written agreement of the other party.

Definition: Confidential information excludes information which is: (i) lawfully in the public domain before its disclosure or enters the public domain afterwards other than as a result of an unauthorised disclosure; (ii) becomes available to the receiving party from someone lawfully in possession of it who lawfully discloses it on a non-confidential basis; and (iii) is rightfully known by the receiving party before disclosure of it.

Public announcements need our consent: No public announcement relating to Us or Our business or products is allowed without Our prior written consent, which will not be unreasonably withheld.

20. SEVERABILITY

If any term in these Terms is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

21. NO WAIVER

No waiver of a right or remedy under these Terms will be effective unless it is in writing and signed by Us. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right.

22. RELATIONSHIP

These Terms do not create a relationship of exclusivity, employment, agency or partnership between the parties.

23. APPROVALS AND CONSENTS

Unless otherwise provided, We may in Our discretion give (conditionally or unconditionally) or withhold any approval or consent under these Terms.

24. GOVERNING LAW

These Terms are governed by the laws in force in New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

25. GOODS

"Goods" means those Goods supplied by the Company and includes but not limited to Barcode Printers, Barcode Scanners, Barcode Verifiers, Card Printers, Cash Drawers, Computer Memory, Consumables, Cyber Security Hardware, Cyber Security Software, EFTPOS Terminals, Ergonomics, Healthcare Products, Keyboards, Kiosk Terminals, Managed Services, Mobile Computing Terminals, POS Printers, POS Terminals, Scanner Scales, Security Products, Software Licences, Storage Devices, Surveillance Products and Touch Terminals. Any reference to "products" has the same meaning as Goods.

"Authorised Goods" means those Goods supplied by Us that require You to undertake specialised technical training, proof of staffing support capabilities and other specialised requirements as required by Us and Our vendors from time to time. Authorised Goods may be available to You on such requirements being met at Our discretion.

Addendum 1 - Subscriptions

This Addendum applies to You for any and all PO's that We accept from You that require an End User to sign an End User Licence Agreement (EULA) directly between the End User and the Vendor of the software. In certain instances, this may also include hardware or other additional services under the EULA.

This Addendum will not apply to You for PO's placed for Goods sold in the normal course of business that are not under a Licensed Subscription EULA.

1. GENERAL

Priority: This Addendum forms part of the Terms. If there are any inconsistency between the provisions in this Addendum and the Terms, the provisions in this Addendum will prevail to the extent of the inconsistency.

Additional defined terms in this Addendum:

"**Addendum**" means this Addendum to the Terms and Conditions of Sale, for the sale of Goods payable by Subscription.

"**Subscription**" means the periodic payment payable during the Licence Period.

"**Terms**" means the Terms and Conditions of Sale between the Company and You.

Any capitalised terms not otherwise defined in this Addendum have the same meaning as defined in the Terms.

2. LICENCE FEES OBLIGATIONS

Licence Fees payment and collection: You acknowledge that on Our acceptance of a PO, We will be placing an order with a third party vendor (**Vendor**) for the Subscription term set out in that PO for the entire licence period set out in that PO (**Licence Period**). Once a PO is accepted by Us, You must:

- (i) ensure the End User's payment of the entire Licence Period for the Goods ordered under that PO (**Licence Fees**);
- (ii) ensure the End User agrees to the Subscription payment(s) that are payable will be subject to foreign exchange rate variances as of the date of invoice of the periodic Subscription amount. The Subscription price charged in local currency may increase or decrease accordingly;
- (iii) collect all Subscription fees during the entire Licence Period from the End User before they are due to be paid to Us; and
- (iv) pay to Us all Licence Fees and any other applicable fees for the entire Licence Period in accordance with Our relevant invoices and the Terms.

The above obligations are in addition to the payment obligations set out in the Terms and Conditions of Sale.

For clarity, Your obligations in relation to the payment of Licence Fees to Us is and will not be affected by any agreement between You and the End User. Non-payment by the End User for any reason (including due to that End User's termination of the relevant EULA, or a termination of any agreement between You and that End User in relation to the Goods) will not relieve You of Your obligations to pay Us any outstanding Licence Fees.

3. TAXES:

Consistent with clause 3 of the Terms, the Licence Fees payable by You (including any End User) under a PO exclude any taxes payable in respect of the Goods in the jurisdiction where the payment is either made or received. To the extent that any such taxes are payable by Us, You must pay Us the amount of such taxes in addition to any Licence Fees owed under a PO for the Goods. All payments from You under a PO shall be made without deduction or withholding of any taxes unless such deduction or withholding on Our behalf is required by applicable laws. You must provide Us with original receipts and other relevant documentation to evidence the deduction, withholding, and remittance of taxes on Our behalf.

4. END USER REFUNDS, SERVICE CREDITS OR EARLY TERMINATION:

You acknowledge, and must ensure each End User is aware, that the End User:

- (i) is not entitled to any early termination of a Subscription unless We receive written authorisation from the Vendor instructing Us to provide You and Your End User with a termination notice; and
- (ii) may not be entitled to any Licence Fee refunds despite receipt of any termination notice; and
- (iii) may be subject to an early termination fee as demanded by the Vendor (**Fee**). The Fee percentage will be stipulated by the Vendor based on the remaining term of the Licence Period.

If an End User seeks an early termination of a Subscription, refund or service credit for the Goods ordered, without reducing Your obligations elsewhere in this Addendum, You will promptly notify Us and provide Us with evidence of the End User's request. We will consider Your notification, taking into account Our arrangement with the Vendor, and determine at Our absolute discretion whether a termination Fee is chargeable, provide a refund of any Licence Fees, or service credit in the circumstances.

5. ADDITIONAL INDEMNITY

Indemnity in favour of Us: Without prejudicing Our rights elsewhere in these Terms or at law, You indemnify Us against any damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that We may incur arising from or in connection with: (a) any breach by You of any payment obligations in this Addendum in relation to Licence Fees or taxes; (b) the exercising or enforcement of Our rights under these Terms.

6. DEFAULT BY YOU

For the purposes of clause 16 of the Terms, any breach by You of any provisions of this Addendum is a default by You.

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