

# **EQWE SPECIFIC SERVICING GUIDELINES**

**PART A:**

**SPECIFIC SERVICING GUIDELINES  
FOR THE RECEIVABLES  
SERVICING GUIDELINES**

## **Specific Servicing Tasks for performance by the Service Provider**

### *Day 1 Activities*

Servicing activities for completion by the Service Provider by the date of financial completion for each Offer Notice funded under the Receivables Acquisition and Servicing Agreement between Forum Finance Pty Limited, EQWE Pty Limited and Societe Generale, Sydney Branch (**RASA**)

- a. Prepare any credit assessment required by the Seller in connection with an Obligor that proposes to enter into a Receivable with the Seller;
- b. Undertake financial modelling of proposed transaction to meet requirements of Obligor, Seller and Purchaser;
- c. Prepare and or review transaction documents;
- d. Arrange for execution by the Seller and the relevant Obligor of the relevant transaction documents for any Receivable and obtain copies of authorisation where required;
- e. Confirm delivery and acceptance by the Obligor of the Equipment;
- f. Prepare model of cashflows to be sold by Seller;
- g. Prepare Seller Sale documents;
- h. Arrange for Seller to execute, and obtain supporting items where required;
- i. Prepare settlement package in connection with any Receivable and forward to Purchaser;
- j. Make and maintain any registrations required to be made on the PPS Register in connection with any Receivable;

### *Ongoing activities*

- a. Liaising with the Seller generally, including notification to the Seller for each Collection Period of payments due to Purchaser;
- b. Liaising with the Purchaser in connection with any matter relating to any Accepted Receivable;
- c. Periodic inspections of some Equipment and meetings with Obligors with the Seller;
- d. Ensuring appropriate insurance is entered into and maintained for Equipment the subject of any Accepted Receivable; and
- e. Monitoring Events of Default, any Dilutions or any events of insolvency or similar credit events in relation to any Obligor.

### *RASA activities*

The Service Provider's Services include all obligations and duties which it owes to the Client in the RASA.

Capitalised terms used in this Part A are defined in the RASA or Part B, as relevant.

# **PART B:**

# **TERMS AND CONDITIONS FOR THE RECEIVABLES SERVICING GUIDELINES**

The Client wishes to receive from the Service Provider, and the Service Provider has agreed to provide to the Client, the Services on the terms and subject to the conditions of this Agreement.

## 1 Definitions and Interpretation

1.1 In this Agreement, the following words shall have the following meanings:

**"Acceptance Criteria"** means the testing and acceptance criteria as decided by the Client acting reasonably;

**"Act of Corruption"** means a voluntary act, committed directly or indirectly through any person such as an intermediary third party, of:

(a) giving, offering or promising anyone (including a Public Official); or

(b) asking for or accepting from anyone (including a Public Official),

for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a deliberate act of corruption, in all cases with the aim of inducing a person (including a Public Official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage;

**"Affiliate"** means any entity which Controls, or is Controlled by, or is under common Control with, the Client from time to time;

**"Agreement"** means these Receivables Servicing Guidelines including Part A and Part B and all Appendices, as amended from time to time;

**"Applicable Laws and Regulations"** means all applicable laws, legislation, enactments, regulations, binding policies, guidelines, guidance notes and codes of conduct or practice issued by any applicable Government Agency, any regulator or other applicable body and all permits and licences issued by, and any applicable orders, judgments or decisions of, any applicable regulator or courts of competent jurisdiction that are in force, including any applicable data protection legislation and the principles and rules of any regulatory authority

having jurisdiction over the Client from time to time;

**"Audits"** shall have the meaning ascribed to it in Clause 2 of Appendix A;

**"Auditors"** shall have the meaning ascribed to it in Clause 2 of Appendix A;

**"Business Day"** means a day on which banks are open for business in New South Wales (excluding Saturdays, Sundays and public holidays);

**"Client"** means Societe Generale, Sydney Branch ABN 71 092 516 286

**"Client Materials"** means all Materials provided by the Client to the Service Provider under or in connection with this Agreement;

**"Client's Background IPRs"** means all Intellectual Property Rights in the Client Materials;

**"Commencement Date"** means the date defined in Clause 8.1;

**"Confidential Information"** means any information disclosed directly or indirectly by the Client or any SG Group member (or their respective advisers) in connection with or as contemplated by the Permitted Purpose, in whatever form regardless of whether such information is marked, labelled or specified as "confidential" or "secret", and includes, without prejudice to the generality of the foregoing:

- (a) information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information;
- (b) the terms and conditions of this Agreement; and
- (c) Personal Data and SG Customer Data,

but excludes information (except Personal Data and SG Customer Data) which the Service Provider can demonstrate by contemporaneous written records:

- (i) is or becomes public knowledge other than as a direct or indirect result of any breach of this Agreement, or is lawfully disclosed to the Service Provider (other than from a source connected with the Client) after the date it is disclosed to the Service Provider by the Client or any SG Group member or their respective advisers; and
- (ii) has not been disclosed in violation of, and is not otherwise subject to, any obligation of confidentiality;

**"Conflict of Interest Situation"** means any situation where the Service Provider, its employees, officers, agents or any other person who it controls or is linked directly or indirectly to the Service Provider, are subject, as part of their activities, to multiple interests, which are opposite or different (such as personal interest, employer's interest, interests of one or more clients) from the Client's interests and whose pursuit may harm the Client's interests;

**"Control"** means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

**"Damages"** means any and all losses, claims, judgments, awards, sanctions, settlement claims, actions, charges, liabilities, damages, costs and expenses of whatsoever nature (including taxes, fees, fines, penalties, interest, attorney or legal fees for both internal and external counsel, and costs related to

investigation, litigation or settlement) as incurred by a Party;

**"Deliverables"** means all reports, documents, products and other materials developed by the Service Provider or any of the Service Provider's Personnel in relation to the provision of the Services in any form, including computer programs, data, and specifications (including drafts), and including all modifications, enhancements and amendments thereto;

**"Disaster"** means any unplanned event, condition, incident or occurrence which disrupts the performance of the Services, including without limitation an event affecting all or any part of the Premises that causes such disruption;

**"Fee Letter"** means the fee letter between the Client and the Service Provider in relation to the fees for the Service Provider providing the Services, being dated on or about the date of this Agreement;

**"Force Majeure Event"** means an event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by the Party concerned;

**"Foreground IPRs"** means all Intellectual Property Rights in the Deliverables, other than Service Provider's Background IPRs;

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation);

**"Good Industry Practice"** means that degree of skill, diligence, care, prudence, foresight and operations systems and practice which would reasonably and ordinarily be expected of a skilled and experienced supplier engaged in the same or a similar type of business as that of the Service Provider under similar circumstances;

**"Government Agency"** means any government or any regulatory or supervisory authority or public, statutory,

governmental, semi-governmental, local governmental or judicial body, entity or authority anywhere in the world;

**"Indemnitees"** means the Client, each SG Group member, and their respective directors, officers, employees, agents and advisors;

**"Influence Peddling"** means the voluntary act of:

(a) giving, offering or promising to anyone (including a Public Official); or

(b) accepting from anyone (including a Public Official),

directly or indirectly, any gift, donation, invitation, remuneration or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a Public Official;

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**"Malware"** means any computer code including specifically viruses, logic bombs, worms, Trojan horses, or any other code or instruction infecting or affecting any program, software, data, file, database, computer, or other hardware or component which: (i) is harmful to, or may infect or adversely affect the operation of, or enables or could enable access to, the Client's IT systems or the Service Provider's IT

systems, or (ii) enables or could enable access to, or theft, loss or corruption of, Confidential Information;

**"Materials"** includes without limitation equipment, hardware, computer software, data, documentation, designs, drawings, reports, notes, calculations, specifications, photographs, audio-visual materials, recordings, manuals, tools and anything else which is in a material form (which, for the avoidance of doubt, includes information stored in an electronic form);

**"Part A"** means Part A of these Receivables Servicing Guidelines, being the Specific Servicing Tasks outlined in that Part A;

**"Part B"** means Part B of these Receivables Servicing Guidelines, being these Terms and Conditions;

**"Permitted Purpose"** means the performance of the Service Provider's obligations under this Agreement;

**"Personal Data"** means: (i) any information or opinion regardless of format relating to an identified or reasonably identifiable natural person (whether true or not) from which that natural person may be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to him/her, the physical, physiological, mental, economic, cultural or social identity of that natural person; and (ii) all personal data as defined in the Applicable Laws and Regulations, that is disclosed to the Service Provider in connection with or as contemplated by the Permitted Purpose;

**"Personnel"** of a person means that person's directors, officers, employees, authorised agents, contractors and subcontractors but, in the case of the Client, does not include the Service Provider and the Service Provider's Personnel;

**"Premises"** means any premises as the Client may notify to the Service Provider from time to time;

**"Public Official"** means all elected officials, dignitaries, candidates for public office, members of royal families, magistrates, civil servants or employees, whatever their rank, or any person belonging to or acting on behalf of: (i) a government (foreign, national or local) including any department, body, regulator, or any of their agencies or authorities; (ii) a government department or public authority (including customs or tax authorities, embassies and any licensing bodies); (iii) a local or regional public service; (iv) a state-owned or state-controlled enterprise (including public hospitals, universities, sovereign wealth funds or any other state-sponsored entity); (v) a political party, or (vi) an international court or public international organisation (e.g. the United Nations);

**"Sanctioned Person"** means any person, whether or not having legal personality: (i) listed on any list of designated persons in application of Sanctions; (ii) located in, or organised under the laws of any country or territory that is subject to comprehensive Sanctions; (iii) directly or indirectly owned or controlled, as defined by the relevant Sanction, by a person referred to in (i) or (ii) above; or (iv) which otherwise is, or will become with the expiry of any period of time, subject to Sanctions;

**"Sanctions"** means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following): (i) the United Nations; (ii) the United States of America; (iii) the United Kingdom; (iv) the European Union or any present or future member state thereof or (v) Australia;

**"Security Incident"** means any Personal Data Breach (as defined in the GDPR) or other incident that has resulted, or is reasonably likely to result, in any accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, access to or encryption of (a) Personal Data or (b) other information under the Service Provider's control where such incident has the potential to harm the Client's business, clients, employees, systems or reputation;

**"Seller Sale"** means the Sale Notice and other associate documents from the Service Provider to the Client.

**"Service Fees"** means the amount to be paid to the Service Provider for the provision of the Services as specified in the Fee Letter;

**"Service Levels"** means the service levels for the Services specified in Part A to which the Services relate;

**"Service Provider"** means EQWE Pty Limited ACN 630 535 554.

**"Service Provider's Background IPRs"** means all Intellectual Property Rights that are owned by or licensed to the Service Provider and which are or have been developed independently of this Agreement, in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Client or any SG Group member to receive and use the Services or Deliverables;

**"Service Provider's Personnel"** means all individuals, whether employees of the Service Provider or otherwise, directly involved in supplying the Services under the supervision or responsibility of the Service Provider and which, for the avoidance of doubt, includes any permitted subcontractors or agents of the Service Provider;

**"Services"** means the services to be provided by the Service Provider to the Client, as described in Part A;

**"SG Customer Data"** means any information, in any form, relating directly or indirectly to a customer or client of any SG Group member, including any past, present and/or future customer or client, third party guarantor or surety of any SG Group member;

**"SG Group"** means Societe Generale and its officers, employees, agents and related entities, Affiliates, subsidiaries, head office, branches, consultants, independent contractors, successors, assigns, designees and licensees;



**"Term"** means the duration of this Agreement starting on the Commencement Date and ending in accordance with the provisions of Clause 8 (Term and Termination);

**"Terms and Conditions"** means this Part B document being the terms and conditions and all Appendices, as amended from time to time;

**"Territory"** means Australia;

**"Vulnerability"** means any flaw, weakness, design defect or Malware affecting the Services supplied under this Agreement; and

**"Withholding Tax"** has the meaning given in Clause 4.6.

1.2 In this Agreement:

- 1.2.1 Unless the contrary intention appears, a reference to a Clause, sub-Clause, or Appendix, is a reference to a clause or sub-clause of, or Appendix to, these Terms and Conditions.
- 1.2.2 The headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.3 References to either Party shall include references to any permitted successor in title or assignee of such Party.
- 1.2.4 References to "including", "includes" or "include" shall be read as if they are followed by "(without limitation)".
- 1.2.5 References to a "person" includes a partnership, a joint venture, an incorporated association, a corporation, a government or statutory body or authority, and any other legal entity.
- 1.2.6 No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation

of this Agreement or any part of it, as this Agreement has been subject to full negotiation between parties of equal bargaining power.

2 **Services**

- 2.1 The Services to be provided by the Service Provider are set forth in Part A.
- 2.2 The Service Provider shall provide the Services to the Client as stated in Part A.
- 2.3 All Services shall be performed at all times on the terms and subject to the conditions of this Agreement. The Service Provider's standard terms and conditions (if any), whether attached to, enclosed with or referred to in any other document shall not apply to the provision of any Services. The terms and conditions of this Agreement shall prevail over any inconsistent terms or conditions contained or referred to in any quotation, proposal, confirmation, specification or other document supplied by the Service Provider or implied by law, trade, custom, practice or course of dealing.
- 2.4 The Service Provider undertakes:
  - 2.4.1 to provide the Services at all times with due skill, care and diligence in accordance with Good Industry Practice prevailing from time to time;
  - 2.4.2 that the Services and Deliverables shall conform to any specifications for such Services and/or Deliverables as set out in Part A;
  - 2.4.3 to provide the Services at all times in accordance with all Applicable Laws and Regulations. The Service Provider shall immediately inform the Client in the event that it discovers anything in connection with its provision of the Services which could be a breach of any Applicable Laws and Regulations or of this Agreement. In all cases the costs of compliance with Applicable Laws and

- Regulations shall be borne by the Service Provider, and the Service Provider shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with any breach by the Service Provider of the provisions of this Clause 2.4.3;
- 2.4.4 to provide the Services at all times in accordance with the Client's Security Requirements;
- 2.4.5 to allocate sufficient time, resources and capacity to meet any agreed timescales in relation to the provision of the Services;
- 2.4.6 that time shall be of the essence in relation to any key milestone due dates identified in Part A;
- 2.4.7 that it shall, and shall procure that all the Service Provider's Personnel shall, comply with all reasonable instructions and directions given by the Client on any matter connected with the provision of the Services;
- 2.4.8 to provide to the Client documentary evidence in a form satisfactory to the Client, of all or any specific Services provided or performed and professional advice provided in connection therewith, and all details and information about the Services as the Client may request from time to time; and
- 2.4.9 to cooperate with any third parties engaged or designated by the Client in connection with the Services.
- 2.5 The Parties agree that:
- 2.5.1 The Service Provider shall actively monitor and project manage the delivery of the Services and Deliverables by the dates agreed, which shall include anticipating and identifying any potential delays (including any delays that may arise due to the Client) and taking reasonable steps to avoid and mitigate them.
- 2.5.2 If the Service Provider is unable to complete its obligations by the dates agreed in this Agreement due to the Client's non-fulfilment of obligations under this Agreement, the deadline for the Service Provider's performance shall be extended by such period as is agreed by the Client and is reasonable in the circumstances to reflect the Client's delay, provided that the Service Provider:
- (i) gives the Client prompt notice of the delay and its effects on the Service Provider's performance;
  - (ii) continues performing all of the Service Provider's obligations not directly affected by the Client's delay; and
  - (iii) re-commences performance of the affected Service Provider obligations as soon as the Client performs the applicable obligation or provides equivalent performance.
- 2.5.3 Notwithstanding Clause 22.3 (No Waiver), Clause 2.5.2 sets out the Service Provider's sole and exclusive remedy in the event that the Client's non-fulfilment or delay of its obligations causes a delay in the Service Provider's performance of the Services, and the Service Provider has no other rights or remedies under this Agreement or Applicable Laws and Regulations in relation to the

non-performance of a Client's obligation which causes a delay in the Service Provider's performance of the Services.

2.6 The Service Provider also undertakes:

- 2.6.1 that each of the Service Provider's Personnel shall possess a degree of skill and experience which is appropriate for the tasks to which they are allotted and that they shall each perform their tasks in a competent and professional manner;
- 2.6.2 to ensure that all Service Provider's Personnel are appropriately trained and competent to discharge all tasks so as to ensure that the Services are provided and performed to the standard required by this Agreement;
- 2.6.3 to ensure that all Service Provider's Personnel shall at all times comply with all the Client's security policies and guidelines, as notified by the Client to the Service Provider from time to time, and all the Client's normal office policies and procedures including health and safety, staff and premises, background screening, security practices, compliance, anti-money laundering, whistleblowing, data protection, and confidentiality. The Service Provider acknowledges the right of the Client to exclude any members of the Service Provider's Personnel from the Premises and/or from providing the Services, in the event of a breach or threatened breach of the same.

2.7 The Service Provider undertakes to ensure that no member of the Service Provider's Personnel shall be involved in

the provision of the Services unless the following conditions have been satisfied:

- 2.7.1 such individual is the direct responsibility of the Service Provider;
- 2.7.2 such individual has signed any forms as may be required by the internal compliance department of the Client from time to time; and
- 2.7.3 the Service Provider has fully briefed such individual concerning the strict importance of commercial confidentiality in a financial services environment, according to instructions provided by the Client from time to time.

2.8 The Service Provider undertakes to ensure that all the Service Provider's Personnel shall behave in a professional manner and not do or omit to do anything which results, or in the opinion of the Client may result, in any damage to the reputation, good name or market perception of any member of the SG Group.

**3 Representations and Warranties**

3.1 The Service Provider represents, warrants and undertakes on a continuing basis throughout the Term that:

- 3.1.1 it has full right and power to enter into this Agreement and to perform all its obligations hereunder;
- 3.1.2 there are no existing agreements or arrangements with third parties, the terms of which prevent it from entering into this Agreement or would materially impede the performance by it of its obligations hereunder;
- 3.1.3 it is not, and nor are any of its directors, a party to any litigation, proceedings or disputes which may have a material adverse effect on its

- ability to perform its obligations under this Agreement;
- 3.1.4 it has all authorisations, consents and licences (including in respect of Intellectual Property Rights) necessary to fulfil its obligations under this Agreement and as may be required by Applicable Laws and Regulations;
- 3.1.5 it is competent to discharge the duties imposed on it by this Agreement and each of the Service Provider's Personnel providing the Services shall be suitably skilled, experienced and trained in the provision of the Services;
- 3.1.6 it has the right to grant the rights, licences and assignments granted in this Agreement, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained;
- 3.1.7 its provision of the Services and Deliverables, and the Client's use and possession of the Deliverables (and the exercise of the rights granted in this Agreement with respect thereto) do not infringe, misappropriate or violate any Intellectual Property Rights or other rights of any third party;
- 3.1.8 the Services and Deliverables are not defamatory or obscene; and
- 3.1.9 neither the Deliverables nor any element thereof is subject to any restrictions including any mortgages, liens, pledges, security interests, encumbrances or encroachments.
- 4 Service Fees**
- 4.1 In consideration of the Service Provider providing the Services to the Client's
- satisfaction, the Client shall pay the Service Provider the Service Fees at the rates and/or in the amounts specified in the Fee Letter to which the Services relate, and in accordance with the provisions of this Clause 4. The Client shall not be liable for the cost of any disbursements, and shall not be required to reimburse the Service Provider for any expenses incurred in providing the Services, save for those expressly agreed in Part A.
- 4.2 The Service Provider shall invoice the Client for the Service Fees at the intervals specified. If no intervals are specified, the Service Provider shall invoice the Client at the end of each quarter in arrears for the Services performed and for the Deliverables accepted by the Client in accordance with Clause 2.4 (and for reimbursable expenses approved by the Client) during that quarter. The Service Fees shall be invoiced promptly after the Services have been performed or Deliverables have been delivered. If the Service Fees relating to the Services and/or Deliverables are not invoiced by the Service Provider to the Client within six (6) months after such amounts could first be invoiced under this Agreement, then such amounts may not thereafter be invoiced, and the Client shall not be required to pay such amounts.
- 4.3 Notwithstanding any other provision of this Clause 4, the Client shall have no obligation to pay the Service Provider under this Agreement unless the Client is requested to pay the Service Provider in the country or jurisdiction in which the Service Provider has its registered office, or in which the Service Provider carries out its principal activity, or in which the Services are performed.
- 4.4 The Client shall pay the Service Fees within sixty (60) calendar days following receipt of a valid invoice from the Service Provider. The Service Provider must attach to each invoice relevant supporting documentation (including signed timesheets where relevant).
- 4.5 The Service Fees amount shall be stipulated in Australian Dollars (AUD) for the provision of the Services by the

- Service Provider and/or the receipt of the Services by the Client, including any goods and services tax, and the Client shall be responsible for payment of the same. The Client's obligation to pay the goods and services tax component of any consideration under this Agreement is subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment to enable Client to claim any tax credits for the goods and services tax in respect of the supply to which the invoice relates. Each Party will use its reasonable efforts to do everything required under the relevant goods and services tax to assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under this Agreement.
- 4.6 If the Client is required under the Applicable Laws and Regulations to deduct or withhold any sums as taxes imposed on or in respect of any amount due or payable to the Service Provider under this Agreement ("**Withholding Tax**"), the Service Provider:
- 4.6.1 authorises the Client to withhold or deduct the Withholding Tax; and
- 4.6.2 acknowledges and agrees that when the Client pays the Withholding Tax to the relevant Government Agency, the Client is deemed to have paid an amount equal to the Withholding Tax to the Service Provider. For the avoidance of doubt, the Client shall not be under any obligation to make payments of additional amounts (or "gross up") in respect of tax it has withheld or deducted from any payment to the Service Provider.
- 4.7 The Client shall, upon written request from the Service Provider and at the Service Provider's expense, supply necessary documentary evidence that may be reasonably required of the payment of Withholding Tax by the Client to the relevant Government Agency.
- 4.8 Unless otherwise expressly agreed between the Parties, the Service Fees and such other amounts (if any) expressed to be payable by the Client under this Agreement shall constitute the Client's entire payment liability to the Service Provider, and the Service Provider shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with any liability to any third party for any costs or fees relating to the Services.
- 4.9 If, in the reasonable opinion of the Client, any of the Services have been, or are being, performed in an unsatisfactory manner, having regard to the terms and conditions of this Agreement, the Service Provider shall not be entitled to any payment in respect of such unsatisfactory Services and the Client shall be entitled to withhold payment for the same. Should the Client choose to have all or any part of the Services, which have not been performed or have not been carried out by the Service Provider in accordance with the terms of this Agreement, re-performed by the Client or by a third party then without prejudice to the Client's other rights or remedies, the Service Provider shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with such re-performance, save only where the Client is in material breach of the terms of this Agreement.
- 4.10 If any sums are due to the Client from the Service Provider, the Client shall be entitled to exercise the right to set-off such sums against any Service Fees due to the Service Provider in connection with this Agreement.
- 4.11 In the event that the Client disputes any portion of an invoice, the Client must first pay the undisputed amount by the due date and give written notice to the Service Provider setting out the disputed amount and specifying the date and number of the disputed bill, the amount in dispute, the reason for the dispute and relevant supporting documentation

within sixty (60) calendar days after the Client's receipt of the invoice.

- 4.12 Except as provided for in Clause 4.11, neither Party shall have a set-off right without the prior written approval of the other Party.

- 4.13 In the case of non-payment by its due date, any undisputed amount due to the Service Provider will bear interest at 1.5% per annum from the due date until the date such undisputed amount is fully paid. In the case of a late payment, the Service Provider shall immediately notify the Client in writing of the application of this Clause 4.13.

## **5 Indemnity, Limitation of Liability and Insurance**

- 5.1 The Service Provider shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with any of the following:

5.1.1 any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services or Deliverables; or

5.1.2 any material breach or negligent performance or material failure or delay in performance of this Agreement by the Service Provider; or

5.1.3 the application by any of the Service Provider's Personnel of any of their rights under the Applicable Laws and Regulations at any time; or

5.1.4 any damage to tangible property caused by any of the Service Provider's Personnel in connection with the performance of their obligations under this Agreement.

- 5.2 Subject to Clauses 5.5 and 5.6, neither Party shall be liable to the other Party or to any third party for any special, indirect

or consequential loss or damage arising under or in connection with this Agreement, whether in contract or in tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether or not that Party had been advised of the likelihood of any such loss or damage.

- 5.3 Subject to Clauses 5.2 and 5.5, the Service Provider's liability to the Client for each claim or series of connected claims arising under or in connection with this Agreement, whether in contract or in tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to a maximum of 5 times the total amount of fees paid by the Client to the Servicer.

- 5.4 Subject to Clauses 5.2 and 5.6, the Client shall only be liable to the Service Provider for direct loss or damage caused to the Service Provider as a result of the Client's wilful misconduct in the performance of its obligations under this Agreement, and recognized as such in a final and non-appealable decision rendered by a court having competent jurisdiction.

- 5.5 Nothing in this Agreement excludes or limits the liability of the Service Provider in respect of any of the following:

5.5.1 any indemnity given by the Service Provider in this Agreement;

5.5.2 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful misconduct of the Service Provider or the Service Provider's Personnel;

5.5.3 any breach by the Service Provider of any obligations implied by relevant consumer legislation;

5.5.4 any breach by the Service Provider of Clause 6 (Confidentiality and Data Protection);

- 5.5.5 any breach by the Service Provider of Clause 7 (Information Security) or any of the Client's Security Requirements;
  - 5.5.6 any breach by the Service Provider of Clause 14 (Financial Regulation);
  - 5.5.7 fraud or fraudulent misrepresentation;
  - 5.5.8 negligence or wilful misconduct; or
  - 5.5.9 any other liability to the extent the same cannot be excluded or limited by the Applicable Laws and Regulations.
- 5.6 Nothing in this Agreement shall exclude or limit the liability of the Client to the extent the same cannot be excluded or limited by the Applicable Laws and Regulations.
- 5.7 During the Term of this Agreement and for a period of one (1) year thereafter, the Service Provider shall take out insurance with a reputable insurance company covering the consequences of its liability up to an amount corresponding to its risks and responsibilities in connection with this Agreement. Without prejudice to the generality of the foregoing, the Service Provider undertakes to take out and maintain in force, and to inform the Client in case of any changes to:
- 5.7.1 professional indemnity insurance with a minimum coverage per claim of 5 million AUD; and
- and shall, on the Client's request, for each insurance policy produce both the relevant insurance certificate giving details of cover and the receipt for the current year's premium.
- 5.8 The provisions of this Clause 5 shall survive termination of this Agreement, however arising.

## 6 Confidentiality and Data Protection

### *Confidentiality Undertaking*

- 6.1 The Service Provider undertakes:
- 6.1.1 to keep Confidential Information confidential and not to disclose it to any person (except as provided for by Clause 6.2 below);
  - 6.1.2 to ensure that Confidential Information is protected with security measures and a degree of care that would apply to the Client;
  - 6.1.3 to keep confidential and not to disclose to any person (except as provided for by Clause 6.2 below):
    - (i) the existence of this Agreement and the Permitted Purpose; and
    - (ii) the fact that Confidential Information has been made available in connection with the Permitted Purpose;
  - 6.1.4 to use Confidential Information only for the Permitted Purpose;
  - 6.1.5 to encrypt and maintain encrypted, in accordance with Good Industry Practice, any Confidential Information disclosed to the Service Provider in an electronic format; and
  - 6.1.6 to the extent practicable and permitted by Applicable Laws and Regulations, to promptly notify the Client in writing of the full circumstances of any disclosure or suspected disclosure of Confidential Information in breach of this Agreement, upon becoming aware of such breach or suspected breach.

#### *Permitted Disclosure*

6.2 The Service Provider may disclose Confidential Information:

6.2.1 to the Service Provider's Personnel, but only to the extent necessary for the Permitted Purpose and on a need-to-know basis, and in each case the Service Provider shall:

- (i) procure that such Service Provider's Personnel shall: (1) comply with the obligation to keep Confidential Information private and confidential; (2) strictly observe the terms of this Clause 6; and
- (ii) be liable for such Service Provider's Personnel's acts and omissions in respect of Confidential Information as if they were the Service Provider's acts and omissions;

6.2.2 where:

- (i) requested or required by any court of competent jurisdiction or any Government Agency; or
- (ii) required by any Applicable Laws and Regulations,

provided that the Service Provider shall, to the extent practicable and permitted by Applicable Laws and Regulations, promptly notify the Client in writing of the full circumstances of any disclosure under this Clause 6.2.2 before such disclosure; and

6.2.3 to any person other than under Clause 6.2.1 or 6.2.2, with the Client's prior written consent,

and any such disclosure shall be subject to the terms of Clause 4.1 in Appendix A.

#### *Compliance with Data Protection Law*

6.3 The Service Provider undertakes:

6.3.1 to comply with:

- (i) any applicable Data Protection Laws; and
- (ii) any data protection and privacy instructions, policies and codes of conduct as notified by the Client from time to time;

6.3.2 not to perform the Services in a manner that causes the Client to violate Data Protection Laws; and

6.3.3 to promptly and actively cooperate with the Client to complete all relevant formalities and to obtain all requested authorisations, if any, from competent data protection authorities.

## **7 Information Security**

#### *General security obligations*

7.1 The Client data and any modifications, copies or derivatives of the Client Data shall be the property of the Client at all times. The Service Provider shall implement appropriate technical and organisational measures to ensure the security, confidentiality, integrity, availability and resilience of the Service Provider's systems used for Processing the Client's data (including Personal Data). Without limiting the foregoing, the Service Provider shall:

7.1.1 maintain the appropriate level of information systems security skills (e.g. qualifications, authorisations, certifications) to provide the Services in accordance with the terms of this Agreement;



- 7.1.2 ensure the availability, integrity and confidentiality of the Client's IT system insofar as these may have an impact on the Services;
- 7.1.3 protect the Client's data from accidental, illegal or unauthorised disclosure, modification, destruction, loss, alteration, access or processing;
- 7.1.4 ensure the traceability of operations and processing performed for the Client which are likely to impact the security of the Client's data;
- 7.1.5 destroy and remove the Client's data from the Service Provider's systems at the expiry or termination of this Agreement; and
- 7.1.6 comply with all relevant cybersecurity requirements stipulated by Applicable Laws and Regulations for jurisdictions impacting the Client.

The Service Provider shall, upon the Client's request, provide documentary proof that it has implemented the above measures throughout the Term.

- 7.2 The Service Provider shall implement security policies, procedures and measures which are documented, accessible to the Client upon request, adapted to the sensitivity of the Services, and compliant with Good Industry Practice applicable in this field.
- 7.3 The Service Provider shall ensure that the Service Provider's Personnel shall comply with all the provisions in this Agreement relating to IT system risk control. Without limiting the foregoing, the Service Provider undertakes to bind its service provider(s) or subcontractor(s) to all the necessary obligations, at least equivalent to those stipulated by this Clause 7.

*Obligations relating to the protection of the Service Provider's IT system*

- 7.4 Due to the sensitivity of the Client's data that may be processed in the Service Provider's IT system, the Service Provider shall take particular care to ensure the physical and logical security of the IT system used to process the Client's data.
- 7.5 Where the Client's data is processed in the Service Provider's IT system, the Service Provider shall:
  - 7.5.1 ensure the protection, confidentiality, availability and integrity of its IT system. The security measures implemented by the Service Provider must be documented, compliant with Good Industry Practice applicable in this field and appropriate, such as logical access controls means applied to the Client's data must be compliant with market standards in order to prevent access to its IT system by unauthorised persons;
  - 7.5.2 back up on a regular basis the Client's data and other data necessary for the Services, so that such data can be restored. The back-up and restoration procedures shall be specified and communicated to the Client at the start of the provision of the Services. The procedures shall include the responsibilities, periodicity, storage conditions, process for access and restoration as well as the control processes;
  - 7.5.3 store and process the Client's data separately from the Service Provider's own data or data belonging to its other clients; and
  - 7.5.4 protect the Client's data at all stages of the data processing lifecycle (storage, processing, transfer) by implementing a system to detect data leakage of sensitive data, implementing

- separation between testing and production environments, maintaining an up-to-date inventory of interconnections with third parties and supervising those interconnections, and implementing access management controls based on the least-privilege principle including segregation of duties and regular review of access rights.
- 7.6 implement authentication systems for all the persons accessing the Client's data via logical access control. The Service Provider shall, upon the Client's request, provide documentary proof that it has implemented the above measures throughout the Term.
- 7.7 The Service Provider undertakes to inform the Client of the locations where the Client's data is hosted, stored and processed. The Client may define a restricted geographical area where its data can be hosted, stored and processed.
- Obligation to inform and notify*
- 7.8 The Service Provider undertakes to:
- 7.8.1 immediately inform the Client of any security incident that occurs in respect of the Service Provider's IT system (including access gained by unauthorised third parties, loss of data, damage to data integrity, the introduction of Malware and/or non-compliant use of the IT systems used to provide the services to the Client), if the incident affects or may affect the Client's data hosted by the Service Provider;
- 7.8.2 ensure that the Service Provider's Personnel are informed of and comply with the obligations in this Clause 7;
- 7.8.3 inform the Client of any organisational or technical change which may have negative consequences on the security of the Client's data or of the Services (e.g. changes to its security policy), without prejudice to the Client's rights and remedies under this Terms and Conditions;
- 7.8.4 implement regular monitoring, to be defined with the Client, in order to reduce the risks of theft or unauthorised access to the Client's data by a third party or by any user acting on behalf of the Service Provider;
- 7.8.5 in the event of a security incident, assist the Client in taking any action to remedy or deal with a security incident, including by notifying the persons affected by the incident for no additional fee, and immediately specify the back-up and remedial procedures used to manage the incident, as well as their impacts on the protection of the Client's IT system and data security; and
- 7.8.6 transmit any information or notification required under this Clause 7 in writing to the contact person designated by the Client from time to time.
- 7.9 The Service Provider shall take all necessary precautions to prevent the introduction of Malware into its IT systems which contain or may contain the Client's data, and shall take appropriate measures if it is aware of the existence of Malware.
- 7.10 If the Service Provider is aware that Malware is introduced into its IT systems which contains the Client's data, the Parties agree to work together to determine the source by mutual agreement and to repair any damage caused. In the event of a dispute between the Parties, the dispute resolution process set forth in Clause 15 shall be followed.

## 8 Term and Termination

8.1 This Agreement shall come into effect when Part A is signed between the Client and the Service Provider (the "**Commencement Date**") and shall continue for a period of six (6) years from such date.

8.2 Without prejudice to any other rights or remedies of the Client, the Client shall be entitled to terminate the Services provided by the Service Provider without liability to the Service Provider immediately on giving written notice to the Service Provider in the event of one or more of the following:

8.2.1 the Service Provider is in breach of any obligation which in the opinion of the Client is material to the delivery of the Services and Deliverables; or

8.2.2 the Service Provider in performing any Services is or has been in breach of:

(i) any obligation under Clause 7 (Confidentiality and Data Protection);

(ii) any obligation under Clause 8 (Information Security);

(iii) any Applicable Laws and Regulations; or

(iv) any of the Client's Security Requirements;

8.2.3 any of the matters represented and warranted by the Service Provider in Clause 4 (Representations and Warranties) or elsewhere in this Agreement is or becomes untrue;

8.2.4 if any of the termination provisions in Clause 14 (Financial Regulation) applies;

8.2.5 an order is made or a resolution is passed for the winding up of the Service Provider, or circumstances

arise which entitle a court of competent jurisdiction to make a winding-up order of the Service Provider;

8.2.6 an order is made for the appointment of an administrator to manage the affairs, business and property of the Service Provider, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Service Provider, or notice of intention to appoint an administrator is given by the Service Provider or its directors or by a floating charge holder;

8.2.7 a receiver is appointed over any of the Service Provider's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Service Provider, or if any other person takes possession of or sells the Service Provider's assets;

8.2.8 the Service Provider makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

8.2.9 the Service Provider ceases, or threatens to cease, to trade or is otherwise unable to pay its debts when they fall due;

8.2.10 the Service Provider suffers an act of bankruptcy, insolvency or similar default under the laws of the jurisdiction in which it is incorporated or domiciled;

8.2.11 something having a substantially similar effect to any of the events specified in Clauses 8.2.5 to 8.2.10 (inclusive) happens in connection with the Service

- Provider under the law of any jurisdiction;
- 8.2.12 the Service Provider performs the Services or does any other thing howsoever in such a way as to harm the reputation or standing of the Client or any member of the SG Group; or
- 8.2.13 if a Government Agency having jurisdiction over the Client or any member of the SG Group directs, instructs or gives guidance that the Client should terminate all of the Services provided by the Service Provider, or the continuation of the Services by the Service Provider would cause the Client or any other member of the SG Group to be in breach of any Applicable Law or Regulation.
- 8.3 Upon termination of the Services by the Client, the Service Provider shall not be entitled to any sums in respect of loss of profit, costs, expenses, damages, loss of contract or any other losses whatsoever arising from such termination, other than any Service Fees payable for Services properly performed in accordance this Agreement up to the date of termination. The Service Provider shall provide a pro-rata refund to the Client of any Service Fees paid in advance for Services not performed as of the date of termination.
- 8.4 The Service Provider shall be entitled to terminate the Services provided immediately on giving written notice to the Client in the event of one or more of the following:
- 8.4.1 the Client fails to pay any undisputed Service Fees for more than six (6) months after the payment due date, and does not cure its failure within sixty (60) days after being notified by the Service Provider in writing to do so;
- 8.4.2 an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which
- entitle a court of competent jurisdiction to make a winding-up order of the Client;
- 8.4.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Client, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a floating charge holder;
- 8.4.4 a receiver is appointed over any of the Client's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the Client's assets; or
- 8.4.5 the Client makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.
- 8.5 Notwithstanding Clause 22.3 (No Waiver), the Service Provider may not terminate this Agreement except as provided in Clause 8.4.
- Consequences of termination*
- 8.6 The termination of the Services provided by the Service Provider shall be without prejudice to any other rights and remedies which the Client may be entitled to under this Agreement or at law that have accrued up to the date of termination, and shall not affect the rights or liabilities of the Client which may have accrued up to the date of the termination, including the right to claim Damages in respect of any breach of this Agreement which existed at or before the date of termination.

8.7 The Service Provider shall take all reasonable steps to mitigate any costs which the Client or the SG Group may incur as a result of the termination of the Services provided.

8.8 The rights and obligations under provisions of this Agreement which expressly or by their nature survive termination shall remain in full force and effect, including the following provisions: Clauses 1 (Definitions and Interpretation), 5 (Indemnity, Limitation of Liability and Insurance), 6 (Confidentiality and Data Protection), 8 (Term and Termination), 9 (Ownership of Intellectual Property and Deliverables), 10 (Publicity), 15 (Dispute Resolution), 16 (Governing Law and Jurisdiction), 18 (Assignment, Subcontracting and Change of Control), 19 (Relationship of the Parties), 20 (Non-Solicitation), 21 (Notices), 22 (No Waiver, Non-Exclusive Remedies), 23 (Severance), 24 (Entire Agreement), 25 (Variation), 26 (Scope of Authority) and Appendix A (Audit and Inspection).

#### *Transition Period*

8.11 Commencing upon notice to either Party for the termination of this Agreement and till the effective date of termination ("**Transition Period**"), the Service Provider shall at Client's request, without additional charge:

8.11.1 provide any reasonable information and assistance requested by the Client to ensure the smooth transition and no disruption or adverse impact to the Services or to the Client's business and affairs; and

8.11.2 reasonably cooperate with a third party supplier in connection with the preparation and implementation of a transition plan by such third party or the Client upon the termination of this Agreement, including:

(i) providing training and provision of up-to-date information and any

other information, procedures, methods, tools and systems which would enable a third party supplier or the Client to provide the Services;

(ii) providing access to the Service Provider's Personnel to observe the operation and delivery of the Services;

(iii) providing access to Service Provider premises to a third party supplier or the Client and their respective Personnel for the purpose of migrating the Services to third party supplier or the Client,

each Party shall bear its own costs in relation to such transition plan.

8.12 By the end of the Transition Period, the Service Provider shall transfer or return to the Client all other Materials, information, documentation, assets, Client Equipment and other items made available to the Service Provider or the Service Provider's Personnel by or on behalf of the Client to enable the Service Provider to provide the Services.

## **9 Ownership of Intellectual Property and Deliverables**

9.1 If, in the provision of the Services, the Service Provider is required to produce or develop any Deliverable, all Foreground IPRs shall be vested in and be the property of the Client on inception, conception, creation, fixture, development or reduction to practice. The Service Provider hereby irrevocably assigns, transfers, and conveys absolutely to the Client, without further consideration and with full title guarantee, all rights, title and interest in and to the Foreground IPRs, including all rights to causes of actions and remedies related to the foregoing, effective upon the inception, conception, creation,

fixture, development, or reduction to practice of the Foreground IPRs. The Service Provider shall procure that each of the Service Provider's Personnel shall waive absolutely and irrevocably all and any moral rights granted under any Applicable Laws and Regulations of all jurisdictions in relation to such Foreground IPRs.

- 9.2 The Service Provider shall, and shall procure the Service Provider's Personnel shall, promptly at the Client's request, do (and procure to be done) all such further acts and things and the execution of all such other documents as the Client may from time to time require, for the purpose of securing for the Client the full benefit of the Services and the Deliverables, including all right, title and interest in and to the Foreground IPRs and all other rights assigned to the Client in accordance with this Clause 9.
- 9.3 Any physical Deliverables, and any physical media delivered to the Client to which the Deliverables are affixed or in which they are contained or expressed, shall be owned by the Client, and the Service Provider hereby assigns, transfers and conveys all right, title and interest in such physical Deliverables and media to the Client, without further consideration and with full title guarantee.
- 9.4 Prior to any Service Provider's Personnel providing any Services under this Agreement, the Service Provider shall require each such Service Provider's Personnel to execute a written agreement pursuant to which such Service Provider's Personnel assigns and transfers to the Service Provider all right, title and interest in and to the Foreground IPRs so that the Service Provider may fully grant the rights and assignments to the Client contemplated under this Clause 9 and this Agreement as applicable.
- 9.5 The Service Provider shall, immediately upon the Client's request or upon the termination or expiry of this Agreement, turn over to the Client all Deliverables prepared or developed pursuant to this Agreement, whether completed or in progress, together with all copies thereof

and on whatever media. If any Deliverable is computer software, the Service Provider shall ensure that any such Deliverable is accompanied by copies of applicable commented source code and technical documentation that would enable the Client's Personnel, should it become necessary, to replicate all applicable executables and data files, using any such materials together with commercially available off-the-shelf tools and components.

- 9.6 The Client grants to the Service Provider a royalty-free, non-transferable, non-exclusive, personal licence to use during the Term:

9.6.1 the Client Materials; and

9.6.2 the Client's Background IPRs,

in each case solely for the purpose of, and to the extent necessary for, the performance of the Service Provider's obligations under this Agreement (and for no other purpose). The Service Provider shall not (and shall procure that its Service Provider Personnel shall not) in respect of any item licensed under this clause 9.6:

9.6.3 commercially exploit it;

9.6.4 sublicense it to any third party; or

9.6.5 use it for the benefit of other persons.

- 9.7 To the extent that the provision of the Services, or the use or exploitation of any Deliverables, requires the use or incorporation of any of the Service Provider's Background IPRs, the Service Provider shall:

9.7.1 notify the Client in advance of any potential use or incorporation thereof;

9.7.2 obtain the prior written consent of the Client to such use or incorporation;

9.7.3 at the Client's request, provide the Client with copies of any

- such Service Provider's Background IPRs; and
- 9.7.4 list any Service Provider's Background IPRs to be used in Part A.
- 9.8 In the event that the Service Provider's Background IPRs are incorporated or otherwise included in, or are necessary or desirable for the use or exploitation of, any Deliverable, the Service Provider hereby grants to the Client and each member of the SG Group a perpetual, irrevocable, non-terminable, non-exclusive, fully paid-up, royalty-free, transferrable, sub-licensable (through multiple levels of sub-licensees), worldwide right and licence to use, exploit and copy the Service Provider's Background IPRs as the Client or any SG Group member may require in its absolute discretion.
- 9.9 The Client acknowledges and agrees that: (i) the Service Provider's Background IPRs are the property of Service Provider or its licensors and are protected by copyright and other intellectual property laws; and (ii) the only rights it has to the Service Provider's Background IPRs are the rights granted under this Agreement. The Client does not acquire any rights of ownership in the Service Provider's Background IPRs.

## 10 Publicity

- 10.1 The Service Provider shall not, without obtaining the prior written consent of the Client, make reference to this Agreement, the Client or any other member of the SG Group, or the Client's or any other member of the SG Group's logo in the Service Provider's promotional literature or for any other purposes, marketing or otherwise.
- 10.2 The Service Provider shall not, without obtaining the prior written consent of the Client, take any photographs or conduct any filming of the Premises or any other areas to use in the Service Provider's promotional literature or for any other purposes, marketing or otherwise.

## 13

## Corporate Social Responsibility

### 13.1

The SG Group has implemented measures to detect risks and prevent serious violations with respect to human rights and fundamental freedoms, and the health and safety of persons and the environment, which result from its own and its contractors' activities. Within this context, the Service Provider undertakes to comply with the obligations set out below.

#### 13.1.1 The SG Group's Code of Conduct (the "Code of Conduct") is available at <https://www.societegenerale.com/en/measuring-our-performance/csr/csr-overview>.

As of the Commencement Date of this Agreement, the Service Provider represents and warrants that it has implemented rules that are at least equivalent to those laid out in the Code of Conduct and that the people it employs to perform the Services do not contravene the Code of Conduct, for the Term of this Agreement.

#### 13.1.2 To meet its legal and statutory obligations and, in line with the Code of Conduct, the SG Group requires its suppliers to implement certain due diligence measures. The commitments made by the Client and the Client's expectations from its suppliers relating to compliance as regards the human rights, working conditions, the environment and the fight against corruption are detailed in the SG Group's Sustainable Sourcing Charter (the "Charter") available at <https://www.societegenerale.com/en/working-together/suppliers/sustainable-sourcing-practices/improving-csr-risk-management-sourcing-process>). By entering signing this Agreement, the Service Provider indicates its

acceptance of the terms of the Charter.

- 13.2 The Client reserves the right to have its Auditors carry out one or more audits in accordance with the provisions in Appendix A, to verify the Service Provider's compliance with the obligations set forth in this Clause 13.

#### 14 Financial Regulation

##### *Fight Against Corruption and Influence Peddling*

- 14.1 The Service Provider represents and undertakes to the Client at all times during the Term that:

- 14.1.1 it is aware of and undertakes to comply with the laws and regulations concerning the fight against Acts of Corruption and Influence Peddling in this Terms and Conditions;

- 14.1.2 neither the Service Provider nor, to the best of its knowledge, any of the persons over which it exercises control, including its directors, officers and employees (the "**Controlled Persons**"), nor any agent or intermediary that it has appointed:

- (i) has committed any Act of Corruption or Influence Peddling; or
- (ii) is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting, or working with that body, due to proven or suspected Acts of Corruption or Influence Peddling;

- 14.1.3 it has put in place adequate rules and procedures, as provided for in the applicable regulations and/or as adapted for its size and activity, aimed at:

- (i) preventing any Acts of Corruption and Influence Peddling from being committed by itself, by Controlled Persons, and, where applicable, by the agents or other intermediaries it has appointed; and

- (ii) ensuring that any evidence or suspicion of Acts of Corruption or Influence Peddling is investigated and treated with due diligence.

Any Act of Corruption or Influence Peddling in connection with this Agreement shall be promptly reported to the Client, within the limits of applicable law;

- 14.1.4 it will keep books, records and accounts in reasonable detail for the purposes of executing this Agreement, in such form and on such terms as are appropriate to its size and activity;

- 14.1.5 it is aware of SG Group's code of conduct governing the fight against corruption and influence peddling;

- 14.1.6 within the limits of the applicable law, and on the basis of reasonable grounds to suspect that an Act of Corruption or Influence Peddling has been committed when entering this Agreement, the Client may carry out, directly or indirectly, through an agent of its choice, at any time during the Term and subject to a thirty (30) day notice period, an audit of the books, records, rules and procedures relating this Agreement. The Service Provider undertakes to provide all necessary assistance in carrying out such an audit; and



- 14.1.7 the Service Provider and, if any, the agents or other intermediaries it has appointed in respect of this Agreement, have no links with and will not interact with any Public Official, government or government entity in connection with the Services provided to the Client.
- 14.2 The Client shall have the right to immediately terminate the Services by notice in writing at any time and without liability if the Service Provider or any of its agents, intermediaries or Controlled Persons has committed any Act of Corruption or Influence Peddling, or is otherwise in breach of its obligations under Clause 14.1 or its representations and warranties under Clause 14.1 are no longer true (whether or not such breach is capable of remedy).
- 14.3 The Client may immediately suspend, without notice or liability, any payment, promise to pay, or payment authorisation (or giving anything of value) to the Service Provider, if the Client has reasonable grounds to suspect that the Service Provider or any of its agents, intermediaries or Controlled Persons has committed any Act of Corruption or Influence Peddling in connection with the performance of this Agreement. Reasonable grounds shall include, without limitation, any information available in the public domain relating to the commission of Acts of Corruption or Influence Peddling. This suspension shall be maintained only for the time necessary to confirm or rule out such suspicions.
- Fight Against Conflict of Interests*
- 14.4 The Service Provider declares and warrants to the Client at all times during the Term that it will not maintain personal or professional relationships which could compromise its professional duties or put itself in a Conflict of Interest Situation vis-a-vis the Client.
- 14.5 The Service Provider shall report to the Client without delay any Conflict of Interest Situation in relation to their commercial relationship and to which it might be subject. If the Client considers that the Conflict of Interest Situation declared by the Service Provider is incompatible with this Agreement, the Client may by notice in writing immediately terminate this Agreement without liability to the Service Provider.
- Sanctions and Embargoes*
- 14.6 The Service Provider represents that neither it nor any of its affiliates, subsidiaries or holding companies nor, to the best of its knowledge, any of its directors, officers, employees, agents and intermediaries, is a Sanctioned Person.
- 14.7 The Service Provider represents and warrants (which representation and warranty shall be deemed to be repeated at all times until the termination of this Agreement) that it shall not enter into any arrangement with respect to the Services with any Sanctioned Person.
- 14.8 The Service Provider shall, and shall procure that any agent or intermediaries it has mandated shall, promptly upon becoming aware of the same, provide the Client with details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.
- 14.9 The Service Provider shall implement and maintain appropriate rules and procedures designed to comply with Sanctions and the representations and undertakings in Clauses 14.6 to 14.8.
- 14.10 The Service Provider understands that the Client should not process any payment or transaction to the benefit of a Sanctioned Person or in a way that would result in a violation of Sanctions. As such, and regardless of whether the Services have already been performed, the Client may immediately suspend any payment, promise to pay, or authorization of any payment (or giving anything of value) to the Service Provider, should the Service Provider be in breach of any Sanctions or the representations or undertakings in Clauses 14.6 to 14.9. Subject to applicable laws, regulations, and authorisations from competent authorities, the Client may process such

payment to the benefit of the Service Provider on a frozen account.

- 14.11 The Client may by notice in writing immediately terminate this Agreement without any liability to the Service Provider, if the Service Provider or any of its agents is in breach of any Sanctions or any representations or undertakings in Clauses 14.6 to 14.9.

## **15 Dispute Resolution**

- 15.1 Subject to any express provision to the contrary, any dispute that may arise concerning the construction, meaning or effect of this Agreement and any dispute arising out of or in connection with this Agreement shall in the first instance be considered at a joint team meeting upon notice given by the Client's Representative or the Service Provider's Representative to the other Party regarding the existence of the dispute. The meeting must take place within fifteen (15) Business Days of the date of the notice under this Clause 15.1. The members of the relevant meeting will co-operate in good faith to resolve the dispute as amicably as possible.
- 15.2 For the avoidance of doubt, the Parties shall meet their own costs of participating in the dispute resolution process outlined in this Clause 15.
- 15.3 Subject to the terms and conditions of this Agreement, while the dispute resolution procedure referred to in this Clause 15 is being followed, the Service Provider shall continue to perform the Services in accordance with this Agreement.

## **16 Governing Law and Jurisdiction**

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of New South Wales, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of New South Wales to the rights and obligations of the Parties.
- 16.2 Subject to Clause 16.3, a Party may not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in

connection with this Agreement, unless it has first followed the process in Clause 15 (Dispute Resolution) to seek diligently and in good faith an amicable resolution to such dispute with the other Party.

- 16.3 If a resolution cannot be reached by the Parties within three (3) months after a Party's receipt of a letter from the other Party notifying it of the existence of a dispute in accordance with Clause 15, either Party may commence proceedings in the courts of New South Wales, being the exclusive jurisdiction to which the Parties hereby submit.

- 16.4 Nothing in this Agreement shall operate to prevent either Party from applying to a court that would otherwise have jurisdiction for provisional or interim measures, including any claim for preliminary injunctive relief.

## **17 Force Majeure**

- 17.1 Subject to compliance with Clauses 17.2 and 17.5, neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties or obligations under this Agreement due to a Force Majeure Event.
- 17.2 In the event of either Party being delayed or prevented from performing its obligations due to a Force Majeure Event, it shall:
- 17.2.1 notify the other Party in writing of the occurrence of such a Force Majeure Event as soon as reasonably possible stating the commencement date and extent of the delay or prevention, the cause thereof and its estimated duration;
- 17.2.2 use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure Event;
- 17.2.3 in the event that the Force Majeure Event prevents either Party from performing some only, but not all, of its obligations hereunder, that

Party shall not be relieved from the performance of its obligations hereunder that are not affected by such Force Majeure Event; and

- 17.2.4 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the Force Majeure Event.
- 17.3 If any such Force Majeure Event prevents the Service Provider from performing all its obligations hereunder for a period of more than ten (10) Business Days, the Client may terminate the Services Provided in Part A impacted by the Force Majeure Event, by notice in writing to the Service Provider, with immediate effect.
- 17.4 If any such Force Majeure Event prevents the Service Provider from performing its obligations hereunder for a period of more than twenty-four (24) hours, the Client may serve a notice on the Service Provider suspending the Services in relation to all or certain Services impacted by the Force Majeure Event, for the duration and to the extent that the Service Provider is not able to perform its obligations under this Agreement and it becomes necessary or desirable for the Client to engage another Service Provider to perform those obligations.
- 17.5 The Service Provider shall not be entitled to claim it is delayed or affected by a Force Majeure Event, if the cause in question is one which a reasonable service provider should have foreseen and provided for, nor shall the Service Provider be so entitled unless it has performed, and continues to perform to the best of its ability, all of its obligations in accordance with this Agreement.

## **18 Assignment, Subcontracting and change of Control**

- 18.1 The Service Provider shall not be entitled to assign, delegate, subcontract, otherwise transfer, or purport to transfer the benefit or burden of this Agreement without the prior written consent of the Client. Any purported assignment, delegation, subcontracting or other

transfer of the benefit or burden of this Agreement by the Service Provider without the Client's prior written consent shall be null and void. For the purposes of this Clause 18.1 (and without limiting Clause 8.2.9), a merger, de-merger, change in Control, or any other change to the constitution of the Service Provider shall be treated as an assignment.

- 18.2 In the event that the Service Provider subcontracts its obligations under this Agreement with the Client's prior written consent, the Service Provider shall:

- 18.2.1 verify that the subcontractor has, where applicable, all authorisations, including any licence or permit, required under any Applicable Laws and Regulations for it to perform such obligations delegated to it;
- 18.2.2 procure such subcontractors (i) undertake not to and (ii) do not further sub-delegate any of their obligations to another party;
- 18.2.3 procure such subcontractors (i) undertake to and (ii) do comply with the terms of this Agreement and perform the obligations of the Service Provider under this Agreement;
- 18.2.4 be fully responsible and liable for all works, acts, omissions and defaults of any subcontractor as if the works, acts, omissions and defaults of the subcontractor were those of the Service Provider and shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with the works, acts, omissions and defaults of those subcontractors.
- 18.2.5 be fully responsible and liable for any payments required to be made to the subcontractors;

- 18.2.6 maintain the control of the Services provided;
- 18.2.7 supervise and monitor the subcontractors, and report for approval by the Client of any changes of the subcontractors; and
- 18.2.8 refrain from subcontracting the core or important parts of the Services in any form to any third party.

18.3 The Client shall be entitled to assign, delegate, subcontract or otherwise transfer the benefit or burden of this Agreement in whole or in part without the consent of the Service Provider.

18.4 If there is a change of Control of the Service Provider, the Service Provider shall promptly, and in any event within one (1) month following the change of Control, notify the Client of the change in writing. At any time after receipt of such notice, the Client may by giving the Service Provider one (1) months' notice in writing terminate the Services. In the event of a known change of Control of the Service Provider but the Service Provider fails to notify the Client in accordance with the preceding sentence, the Client may at any time immediately terminate the Services upon notice in writing to the Service Provider.

## 19 Relationship of the Parties

19.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or constitute the Service Provider or any of the employees or agents it employs or instructs, as a partner, agent or employee of the Client.

19.2 The Service Provider is and will continue to be an independent contractor carrying out the Services and will employ or engage all Personnel required in connection therewith and will be wholly responsible for such Personnel. The Service Provider shall be solely responsible for making appropriate deductions for income tax liabilities, superannuation and other contributions it pays, or deductions it is required to

make, in respect of its Personnel under Applicable Laws and Regulations. In addition, the Service Provider shall be solely responsible for the tax or insurance fees (if applicable) incurred from the employment of its Personnel. The Service Provider shall indemnify in full and on demand and keep the Indemnitees fully indemnified against any and all Damages incurred or sustained by them arising out of or in connection with all such liabilities, taxes, or contributions, including penalty and interest.

19.3 The Parties enter into this Agreement on a non-exclusive basis, and nothing contained in this Agreement shall be construed to prevent or limit the Client from performing any or all of the Services or services similar to the Services or appointing a third party to perform any or all of the Services or services similar to the Services on its behalf. This Agreement does not provide the Service Provider with any form of binding commitment with respect to minimum volumes of Services that the Client might require.

## 20 Non-Solicitation

The Service Provider shall not (except with the prior written consent of the Client) directly or indirectly solicit or entice away (or attempt to solicit or entice away), from the employment or engagement of the Client, any person employed or engaged by the Client in connection with the receipt of the Services at any time during the Term and for a further period of twelve (12) months after the termination or expiry of this Agreement, other than by means of a general and public solicitation for positions (e.g. through newspaper advertisement) not specifically targeted at any of the Personnel of the Client.

## 21 Notices

21.1 Any notice to be given under this Agreement shall be in writing, addressed to the Party to be served at the following address (or such other address as has been notified to the other Party in writing). Notices may be delivered personally, or sent by registered or

recorded mail or an internationally recognised express courier service, to:

- 21.1.1 in the case of the Client: Societe Generale, Sydney Branch, Level 25, 1 Bligh Street, Sydney NSW 2000 addressed to the attention of Gregory Thong and Alexis Kaminski (Australia Coverage Department); and
- 21.1.2 in the case of the Service Provider: EQWE Pty Ltd, Suite 906, 6A Glen Street, Milsons Point NSW 2061 addressed to the attention of Luke Price (Director) and Katrina Constable (Operations Manager).
- 21.2 Notices served by registered or recorded mail shall be deemed to have been received on the fifth (5<sup>th</sup>) Business Day after the date of posting, and notice served personally or by express courier shall be deemed to have been received on delivery.
- 21.3 Any other communication to be made between the Client and the Service Provider in connection with this Agreement, shall be made by electronic mail at the following email address:
- 21.3.1 in the case of the Client: [gregory.thong@sgcib.com](mailto:gregory.thong@sgcib.com) and [alexis.kaminski@sgcib.com](mailto:alexis.kaminski@sgcib.com); and
- 21.3.2 in the case of the Service Provider: [LPrice@bhofinance.com](mailto:LPrice@bhofinance.com) and [Katrina@bhofinance.com](mailto:Katrina@bhofinance.com),
- or to any substitute email address as a Party may notify the other by giving not less than five (5) Business Days' notice by email at the email address above (or such substitute email address as has been notified in accordance with this Clause 21.3). Such communication will be deemed to be received provided that no failure of receipt message is received by the sender.

## **22 No Waiver, Non-Exclusive Remedies**

- 22.1 The rights of each Party under this Agreement:
- 22.1.1 may be exercised as often as necessary; and
- 22.1.2 may be waived only in writing and specifically.
- 22.2 No forbearance, failure, delay, relaxation or concession by the Client in the exercise of its right to insist upon or enforce the performance of any of the obligations of the Service Provider under this Agreement or to exercise any other rights hereunder, shall operate as a waiver or relinquishment of the future exercise of any such right, and the obligations of the Service Provider shall continue in full force and effect.
- 22.3 Except as otherwise provided in Clause 2.5.3 or Clause 8.5 in the case of the Service Provider or as otherwise specified in this Agreement no right, power or remedy given to or reserved to either Party under this Agreement is exclusive of any other right, power or remedy (whether under any other provision of this Agreement, at common law, equity, under statute or otherwise) available to that Party and each such right, power or remedy shall be cumulative.

## **23 Severance**

In the event that the whole or any part of any term, condition, provision or clause of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any court or administrative body having jurisdiction, the remainder of the terms, conditions, provisions and clauses shall remain in full force and effect. The Parties shall attempt to substitute for any invalid or nullified provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or nullified provision.

## **24 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the Services to be provided by the Service Provider, and supersedes all previous agreements, statements, representations, negotiations, discussions and understandings between the Parties with respect to the subject matter hereof, whether written or oral and whether expressed or implied. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement as an express term hereof.

## **25 Counterparts**

This Agreement may be executed in counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall constitute one agreement between the Parties.

## **26 Variation**

- 26.1 No variation or additions to the terms of this Agreement or the Services to be provided under this Agreement will be valid unless signed in writing by the authorised signatories of both Parties.
- 26.2 If either the Client or the Service Provider wishes to change any Services provided in Part A (but not the Terms and Conditions), the relevant Party shall notify the other, and such changes shall be managed and shall take effect as agreed between both Parties. For the avoidance of doubt, changes to the Services are not valid unless signed in accordance with Clause 26.1.
- 26.3 Notwithstanding any terms under this Agreement to the contrary, if any term in this Agreement is in conflict with any Applicable Laws and Regulations, the Client may notify the Service Provider with a suggested amendment to this Agreement to the extent necessary to

comply with such Applicable Laws and Regulations, and the Service Provider shall notify the Client whether it wishes to accept such amendment within 30 days of the date of the Client's notification. If the Service Provider accepts the amendment in accordance with the foregoing, the amendment shall become effective upon the date such amendment is signed by the Parties in accordance with Clause 26.1. If the Service Provider rejects or otherwise fails to accept the amendment in accordance with the above, then the Client shall be entitled to terminate this Agreement at any time immediately upon written notice to the Service Provider.

## **27 Scope of Authority**

27.1 The Service Provider shall not:

- 27.1.1 have, and shall not hold itself out as having, any right or power to bind the Client, any Beneficiary or any member of the SG Group to any obligation, and shall not make or purport to make any contracts on behalf of the Client or any Beneficiary or any member of the SG Group; and
- 27.1.2 conduct any activity in the name of the Client or any Beneficiary or any member of the SG Group, or represent itself as being in any way connected with or interested in the business of the Client or any Beneficiary or any member of the SG Group.

## **28 Bail In**

- 28.1 Notwithstanding any provision in this Agreement to the contrary, in accordance with the requirements of European Parliament and Council Directive 2014/59/EU of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (in particular articles 68 to 71 thereof) and all national implementing measures in respect thereof, the Service Provider may not terminate, suspend or modify this Agreement, for whatever reason, in the event of:

28.1.1 the Client becoming subject to:

- (i) a crisis prevention measure notified to the Client by any competent administrative or public authority; and/or.
- (ii) a crisis management measure published on the website of the Client or any competent administrative or public authority;

28.1.2 the occurrence of any event directly connected with the

application of any of the preceding measures; or

28.1.3 any request being made by a competent administrative or public authority (in particular any resolution authority). The Service Provider hereby expressly acknowledges the right of any such authority to temporarily suspend the Service Provider's termination rights under this Agreement, in accordance with the provisions of the above Directive and the national implementing measures in respect thereof.

For the purpose of this Clause 27.1, the terms "crisis prevention measure" and "crisis management measure" have the meaning as defined in the above Directive.

28.2 The Client will inform the Service Provider without undue delay and by whatever means of the Service Provider's obligation to continue the provision of the Services in the circumstances specified in Clause 27.1, including after receiving notification of any request for termination by the Service Provider or after the occurrence of the event giving rise to such termination.

28.3 Nothing in Clauses 27.1 and 27.2 shall affect a Party's right to terminate for breach of an obligation by the other Party. pursuant to Clause 9 (Term and Termination)

## Appendix A (Audit and Inspection)

### 1. Audit and Inspection

- 1.1. The Service Provider undertakes to ensure that its level of risk control is constantly monitored and that the security policies and rules applicable to the Services are complied with, including by its own sub-contractors.

### 2. Conditions and scope of audit

- 2.1. The Service Provider expressly authorises the Client and any individuals or legal entities (whether belonging to the SG Group or not) commissioned by the Client or by any Government Agency to conduct an audit in respect of the Services (the "**Auditors**") to carry out audits of the Service Provider and its sub-contractors, upon reasonable prior notice, to verify that the Service Provider's obligations under this Terms and Conditions are met (the "**Audits**"). Such audits may be conducted to verify, among other things, that:

- 2.1.1. the Service Levels are met;
- 2.1.2. the time schedules agreed in respect of the performance of Services and delivery of Deliverables are met;
- 2.1.3. the confidentiality, integrity, privacy and security of the Client's data are protected in compliance with the stipulations set out in the Terms and Conditions, in particular in the Clause 7 (Confidentiality and Data Protection) and Clause 8 (Information Security) in the Terms and Conditions above; and
- 2.1.4. the physical site of the Service Provider or its sub-contractors where Client data is hosted is secured.

The Service Provider accepts that the Auditors will have access, including on the premises, to the facilities and infrastructures dedicated to

implementing this Terms and Conditions as well as the information it needs to perform its obligations. The purpose of the audits carried out on the premises shall be to assess the security level of the resources (equipment, infrastructures, applications, etc.) used by the Service Provider and/or by third parties it has appointed for this purpose, to provide the Services. The Service Provider also agrees to answer every question asked by the Auditors and to allow access, under the Service Provider's supervision, to all the tools and means necessary to conduct the Audit. The Client undertakes to pay the internal costs incurred by the Service Provider and its sub-contractors reasonably incurred in connection with the Audit process.

- 2.2. The Client may not exercise its right to conduct Audits more than twice in each calendar year during the Term, and shall only conduct the Audits during opening hours in order not to significantly disrupt the Service Provider's and its sub-contractors' activities. As an exception to the foregoing, in case of major security incident, the Client may conduct an additional Audit in connection with such security incident. The foregoing limitations shall also not apply where:

- 2.2.1. the Services are deemed essential by the Client according to French banking regulation of 3 November 2014 and critical and important as regard the EBA guidelines of 25 February 2019 on outsourcing; or
- 2.2.2. Audits are commissioned by a competent regulatory authority; or
- 2.2.3. any process is conducted to verify that the corrective measures or adjustments required as a result of a previous Audit carried out by the Auditors have been implemented.



2.3. Notwithstanding anything to the contrary in this Terms and Conditions, the Audit may be conducted without any prior notice, if the application of a notice is not possible due to an emergency or crisis situation or would lead to a situation where the Audit would no longer be effective.

### 3. Technical security audits

3.1. The Service Provider agrees to permit the Client and its Auditors, at all reasonable times and on reasonable notice, to conduct technical security audits (including scanning, vulnerability automated testing, penetration tests, infrastructure and configuration audits) on the systems used by the Service Provider and/or any subcontractors that are involved in providing the Services, including companies hosting the whole or part of the Service Provider's systems. If requested by the Client or its Auditors, it also undertakes to provide the Client with evidence of any technical security audits conducted on such systems by providing a summary report thereof to the Client and/or the Auditors, as the case may be. The technical audits will consist of a set of tests, automated or manual, from the outside, on the Service Provider's IT system or the IT system of any subcontractor involved in the provision of the Services, in order to identify any Vulnerability which may allow users to penetrate the tested IT system. The Parties acknowledge and agree that the purpose of these technical audits is not for the Client to access data belonging to other clients of the Service Provider, but to verify the security of the system and the infrastructure used to provide the Services. The Service Provider warrants that it has the necessary and sufficient rights and authorisations to grant the Client and its Auditors the above right to conduct the aforementioned technical audits. The conduct of the technical security audit shall be further subject to a technical security audit agreement to be

signed by the Parties prior to the audit, which terms shall be proposed by the Client.

### 4. Failure management

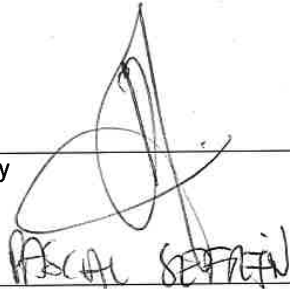
4.1. Should the above Audits reveal a failing by the Service Provider to meet its obligations under this Terms and Conditions, the Client shall have the right to call a meeting which will include the Client's Representative and the Service Provider's Representative, to consider and agree on the corrective measures that will be used to remedy the failure and the conditions (including deadlines) under which the Service Provider shall implement the agreed corrective measures. In the event that the Service Provider fails to remedy the failure within the agreed deadline, the Client shall be entitled to terminate this Terms and Conditions immediately upon notice, without prejudice to its other rights and remedies.

**Executed as an agreement**

**Executed** for and on behalf of **Societe Generale, Sydney Branch**, by its authorised signatories:

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Print Name

  
PASCAL SEPPIN

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Print Name



GREGORY THONG

Date: 2 November 2020

**Executed by EQWE Pty Limited** by its directors in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Print Name

Date:

**Executed as an agreement**

**Executed** for and on behalf of **Societe Generale, Sydney Branch**, by its authorised signatories:

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Print Name

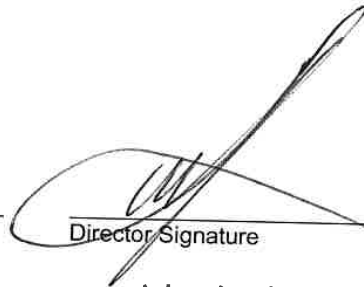
\_\_\_\_\_  
Print Name

Date:

**Executed by EQWE Pty Limited** by its directors in accordance with section 127 of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Director Signature

Luke Price  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Director Signature

M. A. SHEERAN  
\_\_\_\_\_  
Print Name

Date: 2 November 2020