

HACKION MASTER SERVICES AGREEMENT ("MSA")

Effective 1 March 2025

HACKION PTY LTD (ABN 91 683 110 429) of Unit 65, 25 Market Street, Sydney, New South Wales 2000 (HACKION);

-And-

The client specified in Item 1 of the statement of work (Client),

(individually a "Party" and together the "Parties").

Background

The terms and conditions of this master services agreement (MSA) will govern each statement of work (SOW) executed by each of the Parties relating to the Client's requirement for the services and deliverables set out in the specific SOW ("Services and/or Deliverables"). This MSA and a fully executed SOW will form the "Agreement" between the Parties. Each individual fully executed SOW will, together with this MSA, form a standalone Agreement. If there is any conflict between this MSA and a SOW, this MSA will prevail to the extent of that conflict unless the relevant SOW expressly refers to the specific conflicting term or condition in this MSA and expressly specifies that the SOW's replacement term or condition applies instead.

HACKION may update the MSA at any time by posting a new version on its Website. Any updated version of the MSA will become effective once posted on the Website. The version of the MSA forming an Agreement will be the version available on the Website at the time the relevant SOW forming part of the Agreement is executed.

1. Definitions

1.1 In an Agreement, unless the context otherwise requires:

"Acceptance Criteria" means the acceptance criteria for the relevant Service(s) and/or any Deliverable(s) as set out in clause 3 or as specified in a SOW.

"Business Day" means a day on which banks are open for general banking business in Sydney, Australia, excluding Saturdays, Sundays or public holidays in Sydney, Australia.

"Confidential Information" means any information that relates to HACKION, its business and its members, any information identified as such or which the Client knows or ought to know is confidential, including Personal Information and the terms of the Agreement, but excludes: (i) information generally available to the public other than by way of a breach of the Agreement; and (ii) information the Client receives from a third person legally entitled to possess and disclose the information. "HACKION" means Hackion Pty Ltd (ABN 91 683 110 429), of Unit 65, 25 Market Street, Sydney, New South Wales, 2000, Australia.

"HACKION Data" means any data (including Personal Information) relating to HACKION and its Related Bodies Corporate and its business, operations, facilities, members, customers, personnel, assets and programs in whatever form that data may exist and whether stored, generated by or processed as part of the Client's obligations under this Agreement, including any: (a) database in which data or information is contained; (b) documentation or records related to data or information; (c) products resulting from the use or manipulation of data or information; and (d) copies of any of the above.

"HACKION IP" means any Intellectual Property owned or licensed by HACKION.

"Deliverables" means the "Deliverables" specified in a SOW and all such incidental deliverables that are reasonably required to achieve the purposes of HACKION as specified in a SOW.

"Government Authority" includes any governmental or semi-governmental or local government authority, administrative or judicial board, tribunal or court, department, commission, public authority, Minister, statutory corporation, authority or instrumentality.

"Gross Negligence" means negligent conduct which the party in question undertook with both:

- (a) actual apprehension of the risks involved; and
- (b) reckless disregard for the consequences of its conduct.

"GDPR" means the General Data Protection Regulation (EU) 2016/678.

"Guiding Principles on Business and Human Rights" means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

"Infringement Claim" means any actual, threatened or potential claim, demand, proceeding, suit, objection or other challenge:

- (a) affecting the Client's ownership of Intellectual Property rights in the Services and/or Deliverables; or
- (b) claiming that the supply or other use of the Services, Deliverables, Client IP or Developed IP infringes or may infringe the Intellectual Property rights of a third party.

"Intellectual Property" means any form of intellectual property capable of being granted protection at law including registered and unregistered trademarks, patents, copyright, designs, plant breeders' rights, circuit layouts, and trade secrets whenever created.

"Material" means any material brought into existence as a part of, or for the purpose of producing the Services and/or Deliverables, and includes but is not limited to documents, equipment, information or data stored by any means.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable, or any other equivalent definition under Privacy Laws.

"Privacy Law" means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to privacy in force in any jurisdiction (to the extent that HACKION or the Client is subject to the laws of that jurisdiction in connection with this Agreement), including but not limited to the *Privacy Act 1988* (Cth), the *Spam Act 2006* (Cth) and the *Do Not Call Register Act 2006* (Cth) (as amended from time to time).

“**Related Bodies Corporate**” has the same meaning as it has in the *Corporations Act 2001* (Cth).

“**Related Person/s**” means in relation to a Party, any director, officer, employee, agent, contractor, subcontractor or professional adviser of that Party, but in the case of HACKION does not include the Client.

“**Security Incident**” means any:

- (a) breach or potential breach of the Client’s obligations relating to HACKION Data, confidentiality, privacy or cyber security under this Agreement;
- (b) actual or potential unauthorised access to or unauthorised disclosure of, or loss of, any HACKION Data or HACKION Confidential Information; or
- (c) any accidental or unlawful loss, theft, deletion, disclosure or corruption and / or actual or potential unauthorised access to, or interference with, the HACKION System, HACKION Data, HACKION Confidential Information or the Client’s IT systems.

“**Services**” means the **services** set out in the “Scope of Services” **specified in a SOW** and all such incidental services that are reasonably required to achieve the purposes of the Client as specified in a SOW.

“**Client**” means the party specified in a SOW as the Client.

“**System**” means HACKION’s technology system architecture.

“**Term**” means the Initial Term and any Further Term(s) which HACKION has extended the Agreement for in accordance with clause 2.2.

“**UK GDPR**” means the GDPR as it forms part of retained EU law (as defined in the *European Union (Withdrawal) Act 2018*).

“**Website**” means HACKION’s corporate website www.hackion.com.au.

2. Term

- 2.1 An Agreement commences on the date specified in a SOW (**Commencement Date**) and will continue for the period specified in that SOW (**Initial Term**).
- 2.2 If a further term is specified in a SOW (**Further Term**), HACKION may exercise its option to extend an Agreement for that Further Term by giving the Client written notice.
- 2.3 The terms and conditions of the Agreement as they applied to the Initial Term will apply to any Further Term(s).

3. Engagement of the Client and Acceptance Criteria

- 3.1 HACKION shall provide the Services and/or Deliverables as specified in a SOW.
- 3.2 HACKION engages the Client on a non-exclusive basis to provide the Services and/or Deliverables in accordance with this MSA for the Term.
- 3.3 The relationship between the Parties is that of a principal and an independent client. The Client is not authorised or empowered to act as agent for HACKION for any purpose, and may not enter into any contract, or provide any warranty or representation regarding any matter on behalf of HACKION.

4. Payment

- 4.1 The Client will pay HACKION the fee specified in the relevant SOW (Fee) plus any applicable GST within 30 days of receiving a valid tax invoice from HACKION. The Fee is expressed in Australian dollars and is exclusive of GST, unless otherwise stated.

- 4.2 Payment of any invoice is payment on account only and does not substantiate performance of an Agreement.

- 4.3 The Client will reimburse HACKION for reasonable expenses incurred in connection with the provision of the Services and/or Deliverables which are approved in writing by the Client prior to HACKION incurring the expense and on the provision of a valid tax invoice evidencing the expense incurred.

- 4.4 HACKION may set off against Fees, any amount (whatsoever) payable to HACKION by the Client.

- 4.5 The Client agrees to comply, and to ensure its subcontractors comply, with all applicable laws relating to taxation.

5. Confidential Information

- 5.1 HACKION agrees not to, and will ensure each of its Related Persons do not, disclose, copy, make available, or use otherwise than for the purposes of the provision of the Services and/or Deliverables, any Confidential Information without the Client’s prior written consent.

- 5.2 HACKION will on termination or expiry of the Agreement or on request by the Client:
 - a) return or destroy, at the election of the Client, all material containing Confidential Information in its possession, power or control, which was either received from the Client or which the Client has generated; and
 - b) cease to make use of the Confidential Information and notify the Client when it has done so.

- 5.3 The confidentiality obligations outlined in this clause 5 will not be breached where HACKION is compelled by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

- 5.4 Where HACKION is permitted to disclose Confidential Information under clause 5.3, HACKION must notify the Client prior to disclosure and seek to minimise the amount of Confidential Information disclosed, including requesting that the Confidential Information be disclosed only on confidential terms no less strict than the terms of this MSA.

- 5.5 Where HACKION is permitted to disclose Confidential Information under clause 5.3, HACKION must notify the Client prior to disclosure and seek to minimise the amount of Confidential Information disclosed, including requesting that the Confidential Information be disclosed only on confidential terms no less strict than the terms of this MSA.

6. Liability

- 6.1 The Client will fully indemnify HACKION and its Related Persons, and will keep all of them indemnified, from and against all claims, actions, losses, liability, damage or expenses incurred or sustained by HACKION (including based on any liability to or claims of any third party) arising from or in connection with:
 - (a) a breach of the Client’s obligations or any warranty under an Agreement;
 - (b) any Gross Negligence, unlawful, wilful or fraudulent act or omission of the Client or its Related Persons;

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 - (a) a breach of the Client’s obligations or any warranty under an Agreement;
 - (b) any Gross Negligence, unlawful, wilful or fraudulent act or omission of the Client or its Related Persons;

7. Disputes

- 7.1 Failure by either Party to comply with any material provision under an Agreement will entitle the other Party to give the defaulting Party written notice

requiring it to cure the default within 10 Business Days.

- 7.2 Despite the existence of a dispute, HACKION will (unless instructed by the Client not to do so) continue its performance under an Agreement.

8. Termination

8.1 Termination for convenience

- (a) The Client may terminate the Agreement at any time and without cause by giving HACKION not less than 20 Business Days' written notice.
- (b) HACKION may terminate the Agreement at any time and without cause by giving the Client not less than 45 Business Days' written notice.
- 8.2 If a Party issues a notice under clause 8.1 (**Terminating Party**) and the other Party can demonstrate it has incurred reasonable and unavoidable expenses directly attributable to the Terminating Party's termination or reduction, then the Terminating Party shall pay such expenses contingent upon the other Party's ability to substantiate such expenses to the Terminating Party's reasonable satisfaction.

8.3 Termination for cause

The Client may immediately terminate an Agreement if:

- (a) HACKION does not deliver the Services and/or Deliverables as specified in an Agreement, or notifies the Client it will be unable to deliver the Services and/or Deliverables as specified in an Agreement.
- (b) HACKION breaches a material term of an Agreement; or
- (c) HACKION: (i) is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under the laws (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable; (ii) has a liquidator or provisional liquidator appointed; or (iii) enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent.
- 8.4 The Client must mitigate all losses and expenses in connection with the termination of an Agreement. The Client will pay the HACKION for Services and/or Deliverables accepted in accordance with clause 3 "**Engagement of the Client and Acceptance Criteria**" before the effective date of termination.
- 8.5 If, under clause 7.1 the defaulting Party has not cured the default within 10 Business Days following receipt of the written notice, the notifying Party will be entitled, in addition to any other rights it may have under an Agreement or otherwise at law, to immediately terminate the Agreement.
- 8.6 Under no circumstances will the total of all payments to HACKION under an Agreement exceed the Fee plus any applicable GST. HACKION will not be entitled to loss of anticipated profit for any part of an Agreement not performed.
- 8.7 Notwithstanding any other provision contained in an Agreement, HACKION may immediately terminate an Agreement by written notice to the Client if HACKION determines that the actions or inactions of the Client may bring the Client, HACKION or HACKION's members into disrepute.

9. Consequences of Termination

- 9.1 If an Agreement is terminated under clause 8.3 (Termination for cause), then in addition to any other rights HACKION may have under the Agreement or at law or in equity, HACKION may recover from the Client the amount of any loss sustained as a result of termination.

- 9.2 If an Agreement is terminated and the Client has paid HACKION all or part of the Fee, HACKION will refund a pro-rated amount of that amount paid less any amount directly connected with the Services and/or Deliverables accepted by the Client.

- 9.3 Clauses 3.3, 6, 9, 10, 11.5, 11.6, and 11.7 survive termination of an Agreement.

10. Transition

- 10.1 If an Agreement expires or is terminated under clause 8.3 (Termination for cause), HACKION must comply with any reasonable directions given by the Client to facilitate the smooth transition of the provision of the Services and/or Deliverables to the Client or to another supplier nominated by the Client.

11. General

- 11.1 The Agreement sets out the entire agreement between the Parties and replaces all previous communications, representations, inducements, undertakings, agreements and arrangements between the Parties, whether written or oral, relating to its subject matter.
- 11.2 Neither Party may assign any of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 11.3 A SOW may be executed in any number of counterparts which, when taken together will constitute one instrument.
- 11.4 Neither Party is responsible for any failure to perform its obligations under an Agreement if that failure arose for reasons beyond its reasonable control (including acts of God or any pertinent governmental authority, fires, floods, explosions or other catastrophes, epidemics and quarantine restrictions), provided that Party: (i) notifies the other Party as soon as it becomes aware of such circumstances; and (ii) takes reasonable steps to resume performance as soon as possible.
- 11.5 Notice under an Agreement will be in writing and sent by hand, post, or email to the address for service set out in the SOW or as otherwise notified by one Party to the other Party from time to time.
- 11.6 If any provision of an Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect or render invalid or unenforceable any other provision of that Agreement.
- 11.7 An Agreement is governed by the laws applicable in New South Wales, Australia. Each Party waives any inconvenient forum objection claim whether now or in the future.