Professional Partner Licence Agreement

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Operative Provisions:

1. LICENCE

1.1 Grant of Licence

(a) Subject to the terms and conditions of this Agreement and of the Professional Partner's Relevant Tier, and in consideration of payment of the Fees for the Professional Partner's Relevant Tier, Mastergroup grants to the Professional Partner and its Permitted Users a non-transferrable, non-exclusive and revocable licence for the Term to:

(i) download, install and use a machine readable, object code version of the Services (including accompanying Documentation) purchased by Professional Partner ("**PP**"); and

(ii) access the PP Software (as defined in clause 21 below) online, including its cloud-based file management system to upload, download, edit and share access to its Agrimaster Client's data for the purpose of providing the professional accounting, financial, taxation and bookkeeping services to its Agrimaster Clients ("**PP Services**"); and

(iii) access priority support for onboarding and assistance;

collectively the "**PP Subscription**".

(b) As part of its entitlements and obligations in respect of its Relevant Tier of the PP Subscription, the Professional Partner may be entitled to:

(i) access priority support for onboarding and assistance;

(ii) refer potential clients to become Agrimaster Clients;

(iii) be listed in the Professional Partners directory on Mastergroup's webpage ("**PP Webpage**").

(c) The PP Subscription shall include access to and Support Services in accordance with the terms of the Customer Service Agreement which is published on the Agrimaster Website.

1.2 Restrictions on Use

The grant of the licence in clause 1.1 is subject to the following restrictions:

(a) the Professional Partner may install the PP Software on, or access the PP Software from, more than one computer, provided always that Professional Partner's or Permitted User's concurrent use of different installations of the PP Software does not exceed the number of valid Licences that Professional Partner has paid for or Licenced (as applicable).

(b) The Professional Partner will only use the PP Software and the Documentation for the purpose of the providing PP Services to its Agrimaster Clients and for no other purpose.

(c) The Professional Partner must take all reasonable precautions to ensure the security of access to the Services and must not, under any circumstances, allow any third party or any person other than as Permitted User to access or use the Services or Documentation for any purpose without the prior written consent of Mastergroup.

(d) The Professional Partner agrees to inform Mastergroup immediately if it becomes aware of any unauthorised use of the Services or Documentation by any person.

1.3 Agrimaster Standard Free Subscription

(a) If Mastergroup, in its sole discretion, grants to the PP an Agrimaster Standard Free Subscription, then in addition to the rights of the PP under the PP Subscription, the Professional Partner may use the Software to conduct bookkeeping on the Professional Partner's own books and records.

(b) The Professional Partner acknowledges and agrees that the Agrimaster Standard Free Subscription:

(i) must be registered to the Professional Partner under the same name as the PP Subscription;

(ii) is not transferrable;

(iii) is subject always to the Professional Partner having a current PP Subscription, and if the PP Subscription expires or is terminated for any reason, the Agrimaster Standard Free Subscription will also immediately terminate, following which the Professional Partner will not have any access to the Software or any data saved therein;

(iv) does not entitle the Professional Partner to provide any PP Services to any person who is not an Agrimaster Client.

(v) may be terminated immediately by Mastergroup if the Professional Partner uses the Software in a manner contrary to the express provisions of this clause 1.3, or otherwise breaches any provision of this Agreement.

1.4 Permitted Copies

(a) Where Documentation is provided to the Professional Partner or Permitted User, the Professional Partner may make such additional copies of the Documentation as the Professional Partner reasonably requires for use by a Permitted User at the Professional Partner's usual place of business, provided that such copies will be owned by Mastergroup and bear notices of Mastergroup's ownership of copyright.

(b) In no event or circumstances may the Professional Partner use the back-up copy of the PP Software or Documentation to circumvent the usage or other limitations set out in this Agreement.

1.5 Access

(a) To guard against unlicensed access to and use of the PP Software, upon the Commencement Date, the Professional Partner shall be assigned an account ("**Account**") and User Credentials. This Account can only be accessed through the input of their User Credentials.

(b) The Professional Partner and any Permitted User may access the PP Software through any computer capable of accessing the internet.

(c) The Professional Partner and any Permitted User is authorised to use the PP Software in machine readable, object code form only, and the Professional Partner nor any Permitted User shall not:

(i) assign, sublicense, sell, distribute, transfer, pledge, lease, rent, lend, share or export their User Credentials, the PP Software, the Documentation or of the Professional Partner's rights under this Agreement;

(ii) alter or circumvent copy protection mechanisms in the PP Software or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the PP Software;

(iii) implement or use any method or mechanism designed to enable product functionality not available in the PP Software but available in

(A) other Mastergroup products; or

(B) other Mastergroup releases of the same product; or

(C) additional features or functions of the PP Software to which the Professional Partner has not subscribed.

(iv) modify, adapt, translate or create derivative works based on the PP Software or Documentation (including datasets, CSV files, tables, spreadsheets);

(v) use, or allow the use of, the PP Software or Documentation on any project or to provide a service (whether or not any charge is made) to any third party;

(vi) allow or permit anyone other than the Professional Partner and its Permitted Users to use or have access to the PP Software or Documentation;

(vii) use the PP Software or Documentation for any purpose other than in the course of providing PP Services to its Agrimaster Clients;

(viii) copy or install the PP Software or Documentation other than as expressly provided for in this Agreement; or

(ix) take any action, or fail to take action, that could adversely affect the trademarks, service marks, patents, trade secrets, copyrights or other Intellectual Property Rights of Mastergroup or any third party with

Intellectual Property Rights in the PP Software (each, a **"Third Party Licensor**").

(d) For purposes of this clause 1.2, the term "PP Software" shall include any derivatives of the PP Software.

2. AGREEMENT LENGTH

2.1 Term

This Agreement will commence on the Commencement Date and will continue:

(a) for the Term and each Renewal Period in accordance with clause 4.2; and

(b) unless one party notifies the other in writing that it wishes to terminate this Agreement, at least thirty (30) days prior to the expiry of the Initial Period (or any Renewal Period), this Agreement will renew automatically for the next Renewal Period (if any); or

(c) until the date of termination of this Agreement in accordance with clause 18.

2.2 Retrospective Application

If Mastergroup began providing the Services before this Agreement was accepted by the Professional Partner, the Agreement will apply retrospectively from the date on which Mastergroup first provided the Services.

3. FEES AND PAYMENT

3.1 Fees:

The Professional Partner shall pay to Mastergroup the Fees as set out in the PP Subscription and in accordance with this Agreement.

3.2 PP Licence Tiers

On the Commencement Date, the Professional Partner shall, at the discretion of Mastergroup, be assigned a Tier, each with differing entitlements and obligations.

3.3 Each Tier and their respective entitlements and obligations is detailed on the Professional Partner Webpage and includes:

(a) Platinum;

(b) Gold;

(c) Silver; and

(d) Bronze.

3.4 PP Subscription Fees

(a) The Professional Partner will pay to Mastergroup the PP Subscription Fee on the date that the Professional Partner activates or renews their PP Subscription.

(b) Such PP Subscription may be renewed annually on each anniversary of the Commencement Date ("**Renewal Date**"), subject to the payment of the Subscription Fee for the Tier to which the Professional Partner is assigned ("**Relevant Tier**").

(c) If the Professional Partner does not pay the annual PP Subscription Fee for its Relevant Tier as and when it falls due, this Licence and any associated Agrimaster Standard Free Subscription will immediately terminate.

(d) Upon each Renewal Date, the Licence may be, at the entire discretion of Mastergroup, advanced to a higher Tier level if it meets or exceeds the requirements of that Tier. However, if the Professional Partner does not wish to be advanced to a higher Tier, it may by written request to Mastergroup request that it remains at its then-current Tier.

(e) If the Professional Partner wishes to maintain in its then-current Tier, it must meet or exceed the number of Agrimaster Clients and referrals as stipulated on the Professional Partner Webpage. Failure to meet or exceed any of the requirements under each Relevant Tier may result in the Licence being downgraded to the next lesser Tier.

(f) The Subscription Fees applicable for each Tier is as listed on the Professional Partner Webpage and may be updated by Mastergroup from time to time by written notice from Mastergroup, which will take effect on the next Renewal Date.

(g) In the event that the relevant Tier includes the provision of any online training, the Professional Partner acknowledges and agrees that such training shall be subject always to Mastergroup's Training and Consulting Terms and Conditions.

3.5 Invoices and Payment:

(a) Mastergroup shall issue the Professional Partner with an invoice in respect of any PP Subscription Fee payment due prior to the Renewal Date. Payments will be required in advance for each period of required Service. Payment shall be payable by the due date specified on the invoice ("**Due Date**").

(b) Subject to clause 3.5(c), the payment of invoices can be made by credit card, or by electronic funds transfer. Payments by credit card may attract a service fee equivalent to the effective merchant fee levied by the card issuer.

(c) If so specified in the Relevant Tier of the PP Subscription, the Professional Partner must make all payments to Mastergroup owed by the Professional Partner to Mastergroup.

(d) Mastergroup may make alternative payment methods available from time to time, including by direct debit through Mastergroup's payment gateway provider. In the event that Mastergroup makes direct debit through Stripe available, the Professional Partner may, in the event that the Professional Partner wishes to make future payments by direct debit:

(i) enter its credit card details online through Stripe from which the direct debit will be made; and

(ii) sign all necessary forms and consents permitting the direct debit of funds from the credit card in the manner and on the dates or intervals specified in the PP Subscription.

(e) Additionally, Mastergroup may, at its entire discretion and by written notice to the Professional Partner, direct that payment of PP Subscription Fees must be made by direct debit.

(f) If, whether by request or by direction from Mastergroup, the PP Subscription Fee is to be paid by direct debit, the Professional Partner must ensure that:

(i) there are sufficient funds in the credit card for direct debit payments before the Due Date; and

(ii) the credit card details provided are correct; and

(iii) the credit card is valid; and

(iv) it amends its credit card details online as necessary to ensure continued direct debits can be effected.

3.6 GST

(a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this clause.

(b) All Fees are exclusive of GST, taxes, duties and charges imposed or levied in Australia or overseas in connection with the Services. Without limiting the foregoing, the Professional Partner shall be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Services.

3.7 Review

Mastergroup may review and advise the Professional Partner in writing, forty-five (45) days in advance of any change in the Fees at any time prior to the expiry of then-current Term. Any increase in Fees shall take effect from and in the subsequent Term (e.g. the next Renewal Period or a held-over Term, as the case may be).

3.8 Non-payment

If Mastergroup has not received payment of the Fees (including any PP Subscription Fees) by the due date as specified in an invoice, or if Mastergroup is unable to debit the Professional Partner's credit card for the amount due on the Due Date for any reason, and without prejudice to Mastergroup's other rights and remedies:

(a) Mastergroup will immediately disable the Professional Partner's Account and Permitted Users' access to all or part of the Services, and Mastergroup shall be under no obligation to reinstate a Professional Partner's access to the Services while the invoice(s) concerned remain unpaid;

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(b) The amount unpaid will immediately become a debt due and payable to Mastergroup on demand;

(c) Mastergroup may charge interest at the rate of 15% per annum calculated daily and payable monthly in arrears on any amount due and not paid by the Professional Partner within the time required by this Agreement; and

(d) The Professional Partner indemnifies Mastergroup for all costs and expenses (including mercantile agents, legal costs and filing fees on a full-indemnity basis) incurred by Mastergroup in recovering any amounts which remain unpaid after the due date pursuant to this Agreement.

4. PP SUBSCRIPTION AND AUTO-RENEWAL

4.1 Subscription Period

(a) The PP Subscription will commence on the Commencement Date and continue for twelve (12) months and any Renewal Periods (each as defined below) (together the **"Subscription Period"**) after which it shall automatically expire, unless terminated earlier in accordance with the terms of this Agreement.

4.2 Renewal Period

(a) Prior to each Renewal Date, Mastergroup will send an invoice to the Professional Partner for the PP Subscription Fee for a further twelve (12) months from the expiration of the Subscription Period (each a "**Renewal Period**").

(b) Subject to the Professional Partner's timely payment of the PP Subscription Fee, the Professional Partner's PP Subscription will be renewed for the Renewal Period.

4.3 Automatic Renewal

(a) Mastergroup may, at its discretion and from time to time make available direct debit payment facilities through its payment gateway provider.

(b) Mastergroup may also, at its direction, direct that PP Subscription Fees shall be paid by direct debit. If it does so, the Professional Partner's PP Subscription Fee shall be debited at the end of the Subscription Period and Renewal Period, and shall be automatically renewed for a further Renewal Period.

(c) Unless the Professional Partner opts out of auto-renewal in accordance with clause 4.5, then upon the first anniversary of the Commencement Date and each subsequent anniversary (each a **"Renewal Date"**), the PP Subscription shall renew automatically for a further twelve (12) months (each a **"Renewal Period"**).

(d) The Subscription will continue to automatically renew in this manner until:

(i) the Professional Partner opts out of auto-renewal or

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(ii) the PP Subscription is terminated for any reason in accordance with the terms of this Agreement.

(e) Prior to each Renewal Date, Mastergroup shall send the Professional Partner an invoice for the PP Subscription Fee applicable for the Renewal Period to the contact email address as provided by the Professional Partner in accordance with clause 20.1.

(f) If, whether by request or by direction from Mastergroup, the PP Subscription Fee is to be paid by direct debit, then by placing an order for, or a renewal of, a PP Subscription, the Professional Partner authorises Mastergroup to take the applicable annual PP Subscription Fee from the means of payment provided by the Professional Partner in consideration for the relevant Subscription Period.

(g) The Subscription will terminate automatically if payment cannot be taken from the means of payment provided by the Professional Partner in accordance with clause 3.5. In the event of termination, the Professional Partner shall remain liable for the balance of the Fee which shall become payable immediately and in full.

(h) If, subsequent to the PP Subscription being terminated by Mastergroup as a result of:

(i) late payment of Fees; or

(ii) Mastergroup being unable to debit the Professional Partner's credit card for the relevant Fees due and payable for any reason;

and the Professional Partner wishes to renew its Subscription, Mastergroup reserves the right to charge a re-instatement fee to reinstate the Professional Partner's PP Subscription.

(i) If the Professional Partner's PP Subscription is terminated by Mastergroup in accordance with sub-clause 4.3(h) above, then the Professional Partner:

(i) will no longer have access to Agrimaster;

(ii) the Professional Partner's Agrimaster Standard Free Subscription, if any, will also immediately terminate.

4.4 Overdue Payments

(a) If, at any time, payment of PP Subscription Fees are not paid on or before the Renewal Date, or if Mastergroup is unable to debit the Professional Partner's credit card for the relevant PP Subscription Fees, then in addition to Mastergroup's rights under clause 3.8 above:

(i) Mastergroup may send reminder notices to the Professional Partner in respect of the overdue amounts (such notices to be sent through the Zendesk customer service platform); and

(ii) if payment is made within six (6) months after the Renewal Date, the Renewal Period shall be backdated to commence on the Renewal Date, notwithstanding that until payment has been received, the Professional Partner shall not have access to the PP Software.

4.5 Opting Out of Auto-renewal.

(a) Subject to clause 4.5(b), if the Professional Partner wishes to opt out of auto-renewal then they must either use the Subscription Plan-cancellation facility as published on the Agrimaster website (www.agrimaster.com.au) from time to time or email support@agrimaster.com.au providing details of the Subscription Licences which they wish to opt out of not less than thirty (30) days' prior to the relevant Renewal Date.

(b) Further, as a pre-condition to the cancellation of their PP Subscription, the Professional Partner consents and agrees to complete a brief, then-current 'exit survey' for Mastergroup.

(c) Provided that the Professional Partner notifies Mastergroup in accordance with the provisions of this clause 4.4, then the Professional Partner's Subscription Licence will not auto-renew and shall expire at the end of the then-current Subscription Period.

(d) The Professional Partner acknowledges that in the event that it opts out of auto-renewal in accordance with this clause 4.4, the Professional Partner must, in addition to the notice required under clause 4.5(a) above, request (by giving not less than thirty (30) days' prior written notice) that Mastergroup removes the Professional Partner's credit card details from the payment gateway provider. Mastergroup shall not be responsible for automatic charges made by its payment gateway provider on the Subscription Renewal Date.

4.6 Increases to the Fee for Subscription Licences.

(a) Mastergroup reserves the right to increase the Fee for Subscription Licences from time to time provided that it shall provide the Professional Partner with not less than thirty (30) days' notice of any increase by way of the relevant invoice sent in advance (and the Professional Partner agrees that any relevant direct debit facility of theirs in accordance with clause 3.2 may be duly updated by Mastergroup) prior to the relevant Subscription Renewal Date.

5. PROFESSIONAL PARTNER TRAINING, TRAINING SERVICES AND TECHNICAL INFORMATION

(a) If requested by a Professional Partner, or if otherwise considered by Mastergroup reasonably necessary to provide basic training to the Professional Partner, Mastergroup may, but is not obliged to, either by itself or through a third party, provide the Professional Partner or the Permitted Users with such basic training in the use of the Services and Documentation as Mastergroup considers necessary and reasonable however the customer understands and

agrees that such will not constitute the comprehensive range and type of specific Training Services.

(b) Upon request by the Professional Partner, Mastergroup may also (but shall not be obliged to) provide the Training Services to the Professional Partner or a Permitted Users, from time to time, current information regarding:

(i) the use of the Services and Documentation;

(ii) recommended modifications, new releases or updates of the Services; and

(iii) other technical information concerning the performance of the Services.

(c) The Professional Partner acknowledges and agrees that the Training Services shall be conducted in accordance with the Training and Consultancy Services Terms and Conditions which are accessible from the Agrimaster website.

(d) Mastergroup does not warrant that training or information provided pursuant to clause 5(a) is sufficient to enable the Professional Partner or Permitted User to adequately respond to all queries or concerns raised.

(e) The Professional Partner acknowledges its responsibility to refer to Mastergroup, as necessary, any queries or concerns raised or expressed by a Permitted User which the Professional Partner is unable to answer.

(f) A Fee may be payable by the Professional Partner to Mastergroup, unless specified in the Subscription, at the sole discretion of Mastergroup in respect of the Training Services provided by the Mastergroup or the provision of modifications, new releases or updates of the Mastergroup Services by Mastergroup in accordance with this Agreement.

(g) Mastergroup may at its discretion conduct Training Services through any or all of:

(i) webinars;

(ii) group training sessions;

(iii) one-to-one Professional Partner/Mastergroup training sessions; or

(iv) any other means as Mastergroup may consider expedient from time to time.

6. THE SERVICES

6.1 Provision of Services

(a) Mastergroup agrees to provide the Services:

(i) pursuant to the Subscription and Documentation; and

(ii) in accordance with this Agreement.

6.2 Subscription Not Available Locally

(a) The Professional Partner agrees and accepts that the Subscription may only be accessible using the Internet using a Compatible Device capable of accessing the internet. These Services may not be either partially or fully available 'locally' from the Professional Partner's Compatible Device.

(b) The Professional Partner agrees and accepts:

(i) the speed of response from the Services is dependent on the Professional Partner's Internet connection, and the performance of the Services may be affected by such external factors as bandwidth, latency, speed of connection and connectivity – stability and from the customers compatible devices to the Server and the number of users on the connection

(ii) it is solely responsible for ensuring they and their Permitted Users have at all relevant times, sufficient Internet-connectivity (including bandwidth, latency and connectivity-stability) in order for them to use the PP Software on the Compatible Devices.

6.3 Parts of Services Controlled by Third Parties

The Professional Partner agrees and accepts that the PP Software is or may be from time to time operated from third party software, or servers owned and controlled by a third party. As such, the Professional Partner acknowledges that certain functions are out of Mastergroup's control, including:

(a) software

(b) databases; and

(c) Cloud-based Version infrastructure; and

Unless contrary to any applicable law, Mastergroup is not responsible for any event or action caused by any third party contemplated in this clause 6.3.

6.4 Services 'in Beta'

(a) The Professional Partner acknowledges and agrees that parts or versions of the PP Software may be released by Mastergroup in a 'beta-testing version' for the exclusive purposes of testing, evaluation and feedback. In such case, the Professional Partner should use the PP Software with that standard of stability and usability in mind.

(b) The Professional Partner agrees to inform all Permitted Users of any beta-released PP Software.

(c) The Professional Partner acknowledges and agrees that:

(i) access to the beta-testing or demonstration versions of the PP Software may be restricted, time-blocked or removed by Mastergroup at its entire discretion and without prior notice; and

(ii) the beta-testing or demonstration versions of the PP Software may not be used for commercial gain by the Professional Partner, any Permitted User.

6.5 Updates, Changes, Inaccessibility and Errors

Subject also to clause 7:

(a) Mastergroup reserves the right, with at least two (2) Business Days' notice, to make some or all of the PP Software inaccessible from time to time as is required for updates upgrades, or both. Mastergroup will use reasonable endeavours to schedule planned updates, maintenance and/or upgrades outside of key business operations' periods.

(b) From time to time, without notice, access to all or part of the PP Software may be disrupted or limited. During such an interruption, Mastergroup will use its reasonable endeavours to restore access to the PP Software as soon as practicable.

(c) Mastergroup reserve the right to correct any errors on the PP Software, upgrade, maintain, tune, backup, amend, add to or remove features from, redesign, improve or otherwise alter the PP Software at Mastergroup's sole and absolute discretion.

(d) The Professional Partner acknowledges and agrees that Mastergroup will not be liable for any loss or damage that the Professional Partner or any other person incur by any changes made to the PP Software and/or the Professional Partner not being able to access the PP Software or any part of it.

6.6 Security Responsibilities

Mastergroup will take reasonable steps to ensure that the PP Software is secure from unauthorised access consistent with generally accepted industry standards.

6.7 Third Party Content

The inclusion of any third-party link does not imply any endorsement or recommendation of a linked website by Mastergroup. Mastergroup will not be responsible for any third-party advertising content displayed in the PP Software. Any link on the PP Software to a third-party website, or decision to accept any third-party offer, is entirely at the Professional Partner's own risk.

6.8 Third Party Integrations

Any integration, be it programmatic or by linking, or by any other method to another software or hardware system of any kind does not imply endorsement or recommendation of that system. Mastergroup will not be liable for any loss or damage that the Professional Partner or any other person may incur by use of any other system. Mastergroup accepts no responsibility for any aspect of any third-party system that may be integrated.

6.9 Suspension of Access

Mastergroup also reserves the right to terminate or suspend access to the Services to the Professional Partner and its Permitted Users indefinitely and without refund or compensation in the event that the Professional Partner or its Permitted Users uses the Services, or appears to Mastergroup to be intending to use the Services, in a manner reasonably deemed inappropriate by Mastergroup or which breaches the terms of this Agreement.

7. UPDATES AND CHANGES TO THE PP SOFTWARE

7.1 Support Services

(a) If the Professional Partner is entitled to receive Support Services for a Subscription, then Mastergroup shall provide those services subject to the terms of the Customer Service Agreement. Mastergroup may from time to time and at its sole discretion vary the terms and conditions of the Customer Service Agreement.

7.2 Services Updates

(a) Mastergroup may, in its sole discretion, make modification, enhancements, updates or new releases of the Services from time to time in order to, amongst other matters, enhance or improve the functionality or operation of the Services or comply with legislative requirements ("**Services Updates"**).

(b) The Professional Partner acknowledges that Mastergroup makes no guarantees that any future version of the Services is backwards-compatible with the most recent previous version.

(c) Mastergroup may notify the Professional Partner of Major Updates to the PP Software prior to the updated Services being released, published or, in the case of an emergency update, as soon as practicable.

(d) Minor updates may occur to the PP Software at any time and Mastergroup is not required to notify the Professional Partner, though it may do so at its own discretion.

(e) Mastergroup will upload any Services Updates onto the Server for access and use by the Professional Partner and Permitted Users as soon as reasonably practicable following the creation and general release of such Services Updates.

(f) The Professional Partner acknowledges there may be additional downtime for the Services over and above the levels specified in the Customer Service Agreement, which may apply in the event that Mastergroup is required to configure and upload the Services Updates.

(g) The Services Updates will be provided to the Professional Partner through the Services free of charge subject to:

(i) whether the Professional Partner is on a Subscription; and

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(ii) all relevant Fees having been fully paid by the Professional Partner for the Term or current Renewal Period (as the case may be).

(h) Use of the Services Updates by the Professional Partner and Permitted Users through the Services will be subject to the same terms and conditions as use of the Product under this Agreement.

(i) The parties acknowledge that Mastergroup may be required to update the PP Software to remain in compliance with Apple Inc. and the App Store, and/or Google Inc. and the Google Play Store's standard, or any other relevant standard imposed by a third party with respect to the PP Software (collectively **"the Third-Party App Standards"**). The Professional Partner agrees that Mastergroup will not be liable for incompatibility of any Services Updates to the PP Software should that modification or update be required to remain compliant the Third-Party App Standards.

7.3 Additional Support

(a) If the Professional Partner requires additional support that is deemed in Mastergroup's absolute discretion as outside of the scope of the PP Subscription, Mastergroup may charge the Professional Partner an additional Fee at Mastergroup's then-current hourly rates.

(b) If Mastergroup reasonably determines that the requirement for any additional work outside the PP Subscription is caused by the fault or error of Mastergroup, the Professional Partner is not obligated to pay for that additional work.

8. ACCOUNTS AND PERMITTED USERS

8.1 Required Accounts

The Professional Partner acknowledges and agrees that to receive the benefits of the Services, the Professional Partner is required to:

(a) access the Services through an Account protected by their User Credentials; and

(b) must pay any associated fees.

8.2 Account Access

The Professional Partner agrees to provide Mastergroup access to its Account with admin and developer-level permissions.

8.3 Security Responsibilities

(a) The Professional Partner is solely responsible for:

(i) keeping any User Credentials associated with its Account for the Services secure; and

(ii) the use of its Account, irrespective of who is using it, even if it is used without the Professional Partner's permission.

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(b) Mastergroup agrees to keep any User Credentials associated with the Account secure, subject to Mastergroup's Privacy Policy.

8.4 Permitted Users

(a) Each PP Subscription will entitle the Professional Partner to be assigned one set of User Credentials for use by the Professional Partner or its Permitted Users.

(b) The Professional Partner will ensure:

(i) each individual Permitted User does not share their access with any other person without the express written consent of the Professional Partner; and

(ii) Subject to Mastergroup's right to suspend access to any Professional Partner or Permitted User in accordance with clause 6.9, the Professional Partner shall be solely responsible for the Permitted User and shall have the sole discretion to decide what access or level of access to the relevant data or Services that Permitted User shall have, if any.

8.5 Additions

During the Term, the Professional Partner may request Mastergroup to add new Permitted Users, subject to Mastergroup's approval of this request, it shall grant the Professional Partner and/or the additional Permitted Users access, at the prevailing fees or such other fees agreed between the parties.

8.6 Deemed Acceptance by Representative or Permitted User

The Professional Partner agrees that, if one of the Professional Partner's Representatives or Permitted Users accepts any part of this Agreement on their behalf (for example, by clicking "agree" when overseeing installation of the PP Software), the Professional Partner shall be deemed to have accepted as though they had directly agreed themselves.

9. PROFESSIONAL PARTNER'S OBLIGATIONS

9.1 General Obligations

During the Term of the Agreement, the Professional Partner must:

(a) inform the Permitted User that the PP Software is:

(i) subject to terms and conditions as set out in this Agreement; and

(ii) to Mastergroup's Privacy Policy in addition to any Professional Partner privacy policy;

(b) ensure that its Terms of Use are no less favourable to Mastergroup than this Agreement.

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(c) not to do anything which will have an adverse effect on the Services or Mastergroup;

(d) not to engage in or permit any form of deceptive, misleading, fraudulent or unlawful activity or conduct in relation to the use of the Services or in relation to Mastergroup;

(e) not make any false, misleading or deceptive representations in connection with the Services.

(f) not to publish or otherwise communicate any review of, or information about, the Services (which is not publicly available) to any third party without the prior written consent of Mastergroup, except as specifically provided for in an agreement with Mastergroup, including this Agreement;

(g) not to engage in any conduct which will or is likely to disparage or cause any damage to the reputation, brand or goodwill of Mastergroup or Agrimaster;

(h) not use the PP Software other than to provide the PP Services;

(i) keep Mastergroup's Confidential Information, in whatever form, secure and confidential;

(j) ensure that each Permitted User understands and will comply with the terms of this PP Licence;

(k) The Professional Partner will be responsible and liable for the breach of any obligation in this clause 9.1 except to the extent the breach is caused by the negligent act of Mastergroup.

9.2 Services not for Reselling

(a) The during the Term, Professional Partner must not resell the Services to a third party.

(b) The Professional Partner is also expressly prohibited from providing any PP Services to any person who is not an Agrimaster Client, or using the PP Subscription to provide PP Services in respect of their own books and records.

9.3 Inspection and Licence Compliance

(a) To ensure appropriate the compliance with this Agreement, the Professional Partner shall advise Mastergroup on demand of all locations where the PP Software or Documentation is accessed or stored. The Professional Partner permits Mastergroup or its authorised agents to audit all such locations during normal business hours and on reasonable advance notice.

(b) The PP Software may include mechanisms to collect limited data and information from the Professional Partner's, any Permitted User or any user's computer(s) or mobile device and transmit it to Mastergroup, including the ability to locally cache such data and information on the Professional Partner's computer.

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(i) Such data and information (**"AM Info"**) may include details of the Professional Partner's Licence(s) to Mastergroup products, computer and network equipment, details of the operating system(s) in use on such computer equipment, the location of the Professional Partner's computer(s) and the profile and extent of the Professional Partner's use of the different elements of the PP Software and other Mastergroup software.

(ii) Mastergroup may use the AM Info to:

(A) model the profiles of usage, hardware and operating systems in use collectively across its customer base in order to focus development and support;

(B) provide targeted support to individual customers;

(C) ensure that the usage of the PP Software by the Professional Partner or Permitted User is in accordance with the Agreement and does not exceed any user number or other limits on its use; and

(D) advise the Professional Partner about service issues such as available upgrades and maintenance expiry dates.

(iii) To the extent that any AM Info constitutes "personal information" for the purposes of the Privacy Act it shall be processed in accordance with the Privacy Act and with Mastergroup's Privacy Policy, as may be updated by Mastergroup from time to time.

(iv) The Professional Partner undertakes to make all of users of the PP Software aware of the uses which Mastergroup will make of the AM Info and of the terms of Mastergroup's Privacy Policy.

9.4 Respectful Conduct Policy

The Professional Partner shall at all times in all dealings with Mastergroup and its personnel comply with Mastergroup's Respectful Conduct Policy.

10. MASTERGROUP'S OBLIGATIONS

10.1 Mastergroup's Obligations

Subject to the Professional Partner complying with its obligations set out in the Agreement, for the duration of the Term, Mastergroup will:

(a) develop, host and maintain the PP Software;

(b) will support Mastergroup-supplied Compliant Devices; and

(c) meet or exceed the Customer Service Agreement.

10.2 Representations and Warranties of Mastergroup

Mastergroup represents and warrants that:

(a) the PP Software and Documentation is developed using a standard of care and skill expected of an entity who regularly acts in the capacity of an "app developer or software developer";

(b) in providing access to the Services, it will comply with the law and with industry standards in accordance with relevant Australian Law;

(c) in providing to the Services, it will not be infringing upon the Intellectual Property Rights of any third party; and

(d) in the event that Mastergroup sells its business, Mastergroup will use its best endeavours to ensure the new owners continue to provide the Services under the terms of the Agreement.

11. CONFIDENTIALITY

(a) A party shall treat all Confidential Information disclosed by the other party as confidential and shall not, without the prior written consent of the disclosing party:

(i) disclose or permit the same to be disclosed to any third party (except to the extent required by law, a stock exchange or in connection with legal proceedings relating to this Agreement, but only after first notifying the other party to give it an opportunity to protect the Confidential Information) and agree to take all reasonable steps to maintain the confidentiality of the Confidential Information; or

(ii) use the Confidential Information for any purpose other than that for which it is given.

(b) It shall be the responsibility of each party to ensure that:

(i) Confidential Information is only disclosed to those of its officers, employees or contractors in their capacities as such on a strictly need to know basis and have such officers, employees and contractors comply with the obligations of confidentiality imposed upon them by this clause 11 as if personally bound by such obligations as though parties to this Agreement; and

(ii) the officers, employees or contractors referred to in clause 11(b)(i) execute such documentation as required by the owner of the Confidential Information acknowledging their obligations of confidentiality, which shall provide that the obligations of confidentiality survive notwithstanding that any of the above mentioned officers, employees or contractors cease to be employed or engaged by the respective parties.

(c) Neither Party may:

(i) copy to, store or save the Confidential Information on any computer, database or other electronic means of data or information storage or exchange, unless that Party implements and maintains reasonable

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security measures to protect the Confidential Information from unauthorised access, use or disclosure, consistent with industry standards; or

(ii) input, upload or otherwise submit any Confidential Information into any artificial intelligence tool, large language model, generative artificial intelligence platform or similar automated processing system (including but not limited to ChatGPT, Microsoft Copilot, Google Gemini, or similar).

(d) Notwithstanding any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

11.2 Breach notifications

A party must notify the disclosing party in writing, giving full details known to it immediately, when it becomes aware of any actual, suspected, likely or threatened:

(a) breach by any person of any obligation in relation to the Confidential Information; or

(b) theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information.

11.3 Survival

The obligations under this clause 11 survive termination of this Agreement.

12. PRIVACY

12.1 Privacy Policy

(a) The Professional Partner agrees and consents to Mastergroup's handling of Personal Information is in accordance with Mastergroup's Privacy Policy.

(b) Mastergroup may change the Privacy Policy at any time by giving notice to the Professional Partner.

(c) The Professional Partner acknowledges and agrees that it must inform any Permitted User:

(i) of Mastergroup's Privacy Policy.

(ii) that its Personal Information will be disclosed to Mastergroup.

(d) Mastergroup reserves the right to immediately terminate this Agreement if the Professional Partner is in breach of clause 12.1(c).

12.2 Privacy Obligations

If Personal Information is disclosed to a party of this Agreement in the course of this Agreement, that party agrees that it will not:

(a) sell the Personal Information to any third party; or

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(b) distribute or disclose Personal Information to any third party other than:

(i) to its personnel and/or related bodies corporate; or

(ii) third party servers;

who will only use the Personal Information for the purposes contemplated by this Agreement.

12.3 Notwithstanding the generality of the above clause 12.2, the Professional Partner acknowledges and agrees that:

(a) it must deal with the Personal Information of Agrimaster Clients in accordance with the Privacy Act; and

(b) it must not, in relation to the Personal Information of Agrimaster Clients:

(i) copy to, store or save such Personal Information on any computer, database or other electronic means of data or information storage or exchange, unless the Professional Partner implements and maintains reasonable security measures to protect the Personal Information from unauthorised access, use or disclosure, consistent with industry standards; or

(ii) input, upload or otherwise submit any Personal Information into any artificial intelligence tool, large language model, generative artificial intelligence platform or similar automated processing system (including but not limited to ChatGPT, Microsoft Copilot, Google Gemini, or similar).

12.4 No Warranty

(a) Mastergroup makes no warranties or guarantees that the manner in which Mastergroup manages Personal Information is compliant with any foreign privacy laws and it is the Professional Partner's sole and absolute responsibility to ensure it is compliant with any foreign privacy laws.

(b) In the event that the Professional Partner requests changes to the Services in order to achieve compliance, the Professional Partner acknowledges and agrees that it will be liable for all work performed by Mastergroup.

12.5 The Privacy Act

For the purposes of clause 12.2 the term "disclose" is to have the same meaning as defined in the Privacy Act.

13. DATA

13.1 Use of Data

Professional Partner data from the PP Software may also be aggregated or anonymised by Mastergroup and used by Mastergroup to improve its Services, develop new Services, show trends about general use of the Services, and for other business and marketing uses by Mastergroup or by third parties.

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13.2 Accuracy of Data

(a) The accuracy of the data entered into the PP Software is the sole responsibility of the Professional Partner.

(b) The Professional Partner accepts that reports, data sheets or any other output created programmatically from the PP Software will be checked for accuracy by the Professional Partner and before the Professional Partner users those outputs. The Professional Partner will notify Mastergroup of any error discovered and Mastergroup will endeavour to rectify within the Customer Service Agreement.

14. INTELLECTUAL PROPERTY

(a) All title, ownership rights and Intellectual Property Rights, including copyright in relation to Services is owned or used under licence by Mastergroup.

(b) Without Mastergroup's express prior written consent, the Professional Partner undertakes that it will not and will not permit any person to:

(i) directly or indirectly alter, replicate, copy, recreate, create derivative work from, decompile, reverse engineer, reserve assemble, reserve compile, enhance, interfered with or with part of the PP Software or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in the Services or any documentation associated with the Services;

(ii) interact with any Mastergroup trademark (whether registered or not) that could cause any adverse effect to Mastergroup's ownership and/or rights to the intellectual property; or

(iii) copy or reproduce, or create an adaptation or translation of, all or part of the Services in any way, except to the extent that reproduction occurs automatically through the ordinary use of the PP Software in accordance with this Agreement;

(iv) incorporate all or part of the PP Software, or any other software, or Intellectual Property owned by or licensed to Mastergroup in any other webpage, site, software or other digital or non-digital format for purposes other than marketing and/or training;

(v) (subject to other rights explicitly granted under this Agreement) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the PP Software on any medium;

(vi) do anything that will infringe the Intellectual Property Rights of any third party; or

(vii) attempt to do any of the above.

(c) Without limiting the foregoing, the Professional Partner also acknowledges in any modifications, improvements or enhancements suggested by or contributed to or provided by the Professional Partner or Permitted User in regard to the Services shall immediately vest in Mastergroup.

14.2 The Professional Partner's Intellectual Property

(a) Nothing in this Agreement will transfer ownership of the Submitted Material to Mastergroup.

(b) The Professional Partner grants Mastergroup a non-exclusive, royalty free, irrevocable Licence to use of any material and data supplied by the Professional Partner in connection with this Agreement.

14.3 Threats and action

If the Professional Partner becomes aware of any infringement or threatened infringement of any Intellectual Property Rights, the Professional Partner must give notice pursuant to clause 20.1 to Mastergroup, including full particulars of the infringement or threatened infringement. Mastergroup may, in its absolute discretion, institute and prosecute an action against the infringer.

14.4 Provide all assistance

The Professional Partner must each execute all documents and do all things reasonably necessary to aid and co-operate in the prosecution of any actions brought by Mastergroup under this clause.

14.5 Survival of Obligation

The operation of this clause 14 survives the termination of this Agreement.

15. WARRANTY

15.1 Exclusion of express warranties

Subject to the obligations of Mastergroup in respect of the provision of the Services under this Agreement, Mastergroup makes no warranties or guarantees:

(a) that the Services will be accessible at all times, uninterrupted or error free;

(b) that any of the PP Software is without bugs or viruses;

(c) that any of the technical information is without error or inaccuracy;

(d) that the Services are immune to unauthorised access or security breach; and

(e) in respect of the retention of, or continued accessibility of, any data.

15.2 Warranties as to capacity

Each party (including the Professional Partner in its own capacity and on behalf of the Professional Partner) represents and warrants to the other that:

(a) it has full power and authority to execute an agreement and observe and perform all of its obligations;

(b) it is not aware of any thing, matter or circumstance which may prevent it from fulfilling its obligations under the agreement; and

(c) it is not insolvent and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to all or any of its affairs or material assets.

16. LIMITATION OF LIABILITY

16.1 Professional Partner Acknowledgements

(a) The Professional Partner acknowledges and agrees that:

(i) Mastergroup is not responsible for the conduct or activities of any other user of the Services;

(ii) Mastergroup is not an accounting or legal firm, and the use of the Services does not constitute the provision of accounting, tax or legal advice;

(iii) they are solely responsible for complying with all applicable accounting, tax and other laws; and

(iv) they are entering into, and acquiring goods and/or services under, this Agreement for commercial purposes and not for domestic, personal or household use.

(b) If the Professional Partner is a "consumer" or "small business" within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law, which cannot by law be excluded ("***Non-Excludable Conditions***"). This clause is subject to those Non-Excludable Conditions.

(c) Subject to the application of any applicable Non-Excludable Conditions and to the maximum extent permitted by law, Mastergroup:

(i) excludes from this Agreement all guarantees, conditions and warranties that might but for this clause be implied into this Agreement;

(ii) excludes all liability to the Professional Partner for any Costs, expenses, losses and damages suffered or incurred directly or indirectly by the Professional Partner in connection with this Agreement, including using the Services, whether that liability arises in contract, tort or under statute; and

(iii) will not, under any circumstances, be liable to the Professional Partner for any Consequential Loss.

(d) If Mastergroup's liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, Mastergroup's liability for breach of any Non-Excludable Condition is limited:

(i) in the case of goods, to (at Mastergroup's option) the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired;

(ii) in the case of services, to (at Mastergroup's option) the supplying of the services again; or the payment of the cost of having the services supplied again. Costs will be comparable to those outlined in the Subscription.

(e) In no event will Mastergroup be liable (whether before or after the expiry or earlier termination of this Agreement) for any Consequential Loss, including as a result of a breach by Mastergroup of this Agreement or arising from defects in the PP Software.

16.2 Costs

Mastergroup excludes all other liability to the Professional Partner for any Costs, including Consequential Loss, suffered or incurred directly or indirectly by the Professional Partner in connection with the Agreement, or the Services, in connection with:

(a) the immediate termination of the Professional Partner's (and any Permitted Users') access to the PP Software in accordance with clause 3.8(a) or the beta-testing version of the software pursuant to clause 6.4(c)(i);

(b) the occurrence of an Unforeseen Event as described in accordance with clause 20.2;

(c) the Professional Partner or its Permitted Users using equipment to access the PP Software other than Compatible Devices;

(d) reliance on technical advice, modelling or calculations provided by Mastergroup;

(e) the infringement or claimed infringement by any person other than Mastergroup or its Representatives of the Intellectual Property Rights including moral rights of any person in connection with the Agreement;

(f) any unauthorised activity in relation to the PP Software by the Professional Partner or its Permitted Users;

(g) the Professional Partner's use of or reliance on the Services for a purpose other than the business purposes of the Professional Partner or the reasonably expected purpose of the Services; or

(h) the Professional Partner's failure to fulfil its obligations under the Agreement. The foregoing limitation applies however the Costs are caused whether they arise in contract, tort (including by Mastergroup 's negligence), or under statute.

16.3 Mastergroup not liable for Consequential Loss

Mastergroup is not liable under this Agreement for any Consequential Loss arising out of a breach by it of this Agreement, including (without limitation) any liability under the indemnity in clause 17.

17. INDEMNITY

17.1 Indemnity

The Professional Partner will at all times indemnify and hold harmless Mastergroup and its officers, employees and agents ("***Those Indemnified***") from and against any Claim, loss, cost, expense, damage or liability (including legal costs on a solicitor-own client basis, and reasonable expenses) reasonably incurred or suffered by any of those Indemnified from:

(a) any proceedings against Those Indemnified where the relevant Claim, loss, cost, expense, damage or liability has arisen, or may arise in connection with:

(i) any breach by the Professional Partner of its obligations or any term of this Agreement;

(ii) any wilful, unlawful or negligent act or omission of the Professional Partner or its personnel; or

(iii) the Professional Partner's use of the Intellectual Property or the Software; and

(iv) any libel, slander, defamation, product disparagement or indecent, false, misleading or deceptive conduct;

(v) infringement of Intellectual Property Rights;

(vi) piracy, counterfeiting, plagiarism, or unfair competition;

(vii) breach of Privacy Laws; and

(viii) any incorrect, fraudulent or false information provided by the Professional Partner.

18. TERMINATION

18.1 Immediate Termination by Mastergroup for Default

Mastergroup may terminate this Agreement immediately by notice to the Professional Partner if:

(a) an Insolvency Event occurs in relation to the Professional Partner; or

(b) the Professional Partner commits any breach of any of its obligations under this Agreement and:

(i) the breach is incapable of being remedied; or

(ii) if the breach is capable of being remedied, the Professional Partner has failed to remedy the breach within ten (10) Business Days after the receipt of the notice; or

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(iii) the Professional Partner has been issued a notice of default more than two (2) times during a twelve (12) month period.

18.2 Immediate Termination by Professional Partner for Default

Professional Partner may terminate this Agreement immediately by notice to Mastergroup if:

(a) an Insolvency Event occurs in relation to Mastergroup;

(b) Mastergroup commits any breach of any of its obligations under this Agreement and:

(i) the breach is incapable of being remedied; or

(ii) if the breach is capable of being remedied, Mastergroup has failed to remedy the breach within thirty (30) Business Days after the receipt of the notice.

18.3 Effects of Termination

On termination of this Agreement, the licence will terminate and:

(a) the Professional Partner must immediately:

(i) cease all activities related to the use of the Services;

(ii) destroy all Documentation and other materials (including all electronic or physical copies) in its possession relating to the Services;

(iii) pay any reasonable termination fees associated with such termination, and any amount owing to Mastergroup upon termination, within a reasonable time

(iv) do any further things as may be reasonably required by Mastergroup to protect its right, title and interest in the Services.

(b) Mastergroup may, in addition to terminating the Agreement:

(i) deactivate the Professional Partner and any Permitted User's access and use of the Services (without being liable in trespass or detinue) and repossess any of its property in the possession, custody or control of the Professional Partner;

(ii) retain any moneys paid;

(iii) terminate or suspend access to Services and refuse to disclose any passwords;

(iv) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;

(v) be regarded as discharged from any further obligations under this Agreement; and

(vi) pursue any additional or alternative remedies provided by law.

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(c) All payments must be finalised by the end of then-current Term.

19. DISPUTE RESOLUTION

(a) Subject to clause 19(f) any dispute which arises between the parties in connection with this Agreement (dispute) must be dealt with in accordance with the requirements of this clause 19, before either party will be entitled to commence proceedings against the other party in respect of the dispute.

(b) The party claiming that a dispute has arisen (complainant) must give the other party a written notice setting out:

(i) a detailed explanation of the nature of the dispute; and

(ii) what action the complainant thinks will resolve the dispute (dispute notice).

(c) Within ten (10) Business Days of the dispute notice being received by the other party, a nominated senior executive of each party must meet, act in good faith and use best endeavours to resolve the dispute at that meeting, or such subsequent meetings as may be reasonably required.

(d) If the dispute is not resolved pursuant to clause 19(c) within thirty (30) days of the dispute notice being received by the other party, the parties agree to attend a privately held mediation with a mediator appointed by the nominated senior executive of both parties and in the absence of agreement within seven (7) days of disagreement by such mediator as appointed by the President, or person in like office of the Australian Disputes Centre.

(e) If the dispute is not resolved within a further thirty (30) days pursuant to clause 19(d) then either party may commence proceedings against the other party in respect of the dispute.

(f) Nothing in this clause 19 prevents a party from seeking urgent injunctive or similar relief from a court.

20. GENERAL

20.1 Notices

(a) Each Party must notify the other Party of their contact information, including email, postal address and phone numbers, and keep each other Party informed by notice in writing of any changes thereto.

(b) Any communication under or in connection with this Agreement:

(i) must be to the addressee from time to time;

(ii) must be in writing;

(iii) must be delivered or posted by prepaid post to the address, or sent by email to the addressee, in accordance with clause 20.1(b)(iv) ; and

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(iv) If a notice is sent or delivered in the manner provided in 20.1(b)(iii) it must be treated as given to or received by the addressee in the case of:

(A) delivery in person, when delivered;

(B) delivery by post, on the third (3rd) Business Day after posting;

(C) delivery by email, at the earlier of the time stated in a read receipt sent by the recipient's computer or when the message has been delivered to the email address of the addressee, but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

20.2 Unforeseen Event

A party is not responsible for any loss arising out of any occurrences or condition beyond its control, including acts of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility, internet infrastructure or common carrier or computer disruption due to the effects of a computer virus, trojan, worm, malware or other malicious code.

20.3 Sub-contractors

(a) The Professional Partner acknowledges and agrees that Mastergroup may subcontract any of its obligations of this Agreement to a third party (or multiple third parties) without notification to or consent from the Professional Partner.

(b) The use of a subcontractor will not release Mastergroup from any of its obligations pursuant to this Agreement.

20.4 Assignment

(a) The Professional Partner may only assign, novate, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement with the prior written consent of Mastergroup, which may be withheld in Mastergroup's absolute discretion.

(b) If a change in Control occurs with respect to the Professional Partner, the Professional Partner will be deemed to have assigned its rights under this Agreement. The Professional Partner must, prior to a change in Control occurring, obtain the consent of Mastergroup to assign or novate its rights under this Agreement, which consent shall not be unreasonably withheld.

(c) Mastergroup may assign, novate, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement without the consent of the Professional Partner, and may disclose to any potential holder of the right or interest any information relating to this Agreement or any party to it.

20.5 Amendment

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(a) The Professional Partner acknowledges and agrees that Mastergroup may amend or vary this Agreement at any time by either posting the changes on its website (www.agrimaster.com.au) or by electronic notification to the customer, at Mastergroup's sole election.

(b) The Professional Partner is responsible for regularly reviewing the website to obtain timely notice of such amendments or variations.

(c) The Professional Partner and/or Permitted User's (as the case may be) continued use of the Services after amendments or variations are made by Mastergroup constitutes the Professional Partner's acceptance of this Agreement being as modified by the amendments or variations.

20.6 Liability for expenses

(a) Each party must pay its own expenses incurred in negotiating, executing, stamping (if any) and registering this Agreement.

(b) Any action to be taken by the Professional Partner or Mastergroup in performing its obligations under this Agreement must be taken at its own cost and expense unless otherwise provided in this Agreement.

20.7 Giving effect to this Agreement

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

20.8 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

20.9 Relationship

Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties. Unless expressly stated in this Agreement, no party may act as agent of or in any way bind another party to any obligation.

20.10 Operation of this Agreement

(a) This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has

no further effect. Any condition, warranty, representation or other term concerning the supply of the Services and Documentation which might otherwise be implied into, or incorporated in, the Agreement, whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

(b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

20.11 Inconsistency with other documents

If this Agreement is inconsistent with any other document or agreement between the parties, this Agreement prevails to the extent of the inconsistency.

20.12 Reliance

Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.

20.13 Counterparts

This Agreement may be agreed to in any number of counterparts including where they are exchanged by email or agreed electronic or digital means containing this Agreement as an unalterable attachment. All counterparts together will be taken to constitute one instrument.

20.14 Consents

Where this Agreement states that the consent or approval of Mastergroup is required, Mastergroup may:

(a) give or withhold that consent or approval in its absolute discretion; and

(b) give that consent or approval subject to conditions, unless this Agreement expressly states otherwise.

20.15 Liability of Parties

If a party consists of more than one person:

(a) an obligation of that party is a joint obligation of all of those persons and a several obligation of each of them; a right given to that party is a right given jointly and severally to each of those persons, and if exercised by one of them, is deemed to be exercised jointly; and

(b) a representation, warranty or undertaking made by that party is made by each of those persons.

20.16 Governing law

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The laws of Western Australia, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

21. INTERPRETATION

21.1 Definitions

Unless this Agreement explicitly states otherwise, expressions used in the Agreement have the following meanings:

Account means the Professional Partner's account to access the Service.

Agreement means this these terms and conditions, any annexures, any schedule and any approved Subscriptions.

Agrimaster means Agrimaster Agricultural Farm Financial Management Software system and includes related services' platform for Mastergroup customers (and includes all material (including tangible and intangible information), software (in source and object code forms), web applications, images, files, manuals, documents, devices, data, databases, supplied, created, written, developed or otherwise brought into existence (whether before, on or after the date of this Agreement) by Mastergroup or on its behalf, and all their subsequent versions, updates and enhancements and may include the application created by Mastergroup utilising Agrimaster for use by the Agrimaster Clients on Apple Inc's iOS or Google Inc's Android-compatible mobile device web browser applications.

Agrimaster Clients means the clients of the Professional Partner who have a valid Agrimaster subscription.

Business Day means any day which is not a Saturday, Sunday or public holiday in Perth, Western Australia.

Change Request Form means the document which sets out a proposal by the Professional Partner for a modification to the PP Software.

Commencement Date means the date on which Mastergroup commenced providing the Services to the Professional Partner, or as specified in the PP Subscription.

Compatible Devices means the following equipment as may be variously applicable to use the Services:

(a) any Mastergroup-approved computing hardware and mobile device equipment meeting the minimum requirements specified by Mastergroup on its website (www.agrimaster.com.au) or as otherwise notified to the Professional Partner in writing from time to time

(b) Mastergroup-approved, intrinsically safe (mobile device) tablet, regular tablet, or other portable device;

(c) the Mastergroup-approved Professional Partner's BYODs; and

Confidential Information means information that is by its nature confidential, including information relating to the:

(c) personnel, policies, practices, customer or business data, analysis, forecasts, and strategies of the parties or of Agrimaster Clients;

(d) Intellectual Property Rights of either party or of Agrimaster Clients;

(e) the terms of this Agreement;

but does not include information:

(f) already rightfully known to the receiving party at the time of disclosure by the other party; or

(g) in the public domain (including information made publicly available via a mechanism in the PP Software by the Professional Partner) other than as a result of disclosure by a party in breach of its obligations of confidentiality under the Agreement.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss of goodwill, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Control has the meaning given in section 50AA of the *Corporations Act 2001* (Cth);

Cost means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.

Customer Service Agreement means the agreed Customer Service Agreement for Maintenance and Support Services as set out in the Help Centre on the Agrimaster website.

Documentation means the instructional guide, documentation or manual published by Mastergroup from time to time which provides information and instructions in relation to the PP Software.

Fee means any agreed amounts payable by the Professional Partner to Mastergroup in connection with this Agreement and as specified in the Subscription.

GST means tax as defined in the A New Tax System (Goods and Services Tax) Act 1999, as applicable;

Initial Period means the initial Term of this Agreement.

Insolvency Event means in respect of a party:

(a) the appointment of an administrator, a receiver or receiver and manager in respect of that party;

(b) an application to a court or an order for the winding up of the party; or

(c) the occurrence of anything analogous or having a substantially similar effect to any of the preceding events.

Intellectual Property Right means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer

software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, recipes, trademarks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Mastergroup means Master Group (Aust.) Pty Ltd (ACN 131 609 008).

Permitted Users means the employees, contractors or associates of the Professional Partner authorised to access the Services for purposes connected with the conduct of the Professional Partner's business (or other activity for which then Services are provided) and who are also subject to this Agreement.

Personal Information has the meaning given to that term in the *Privacy Act 1988 (Cth).*

Personal Property Securities Act means the *Personal Property Securities Act (Cth) 2009*

Privacy Law means:

(a) the Privacy Act 1988 (Cth); and

(b) any code registered under the Privacy Act or Australian Privacy Principles.

PP Software means the particular, separate, yet related 'Professional Partner-version' of Agrimaster and includes related services' platform for Mastergroup customers (and includes all material (including tangible and intangible information), software (in source and object code forms), web applications, images, files, manuals, documents, devices, data, databases, supplied, created, written, developed or otherwise brought into existence (whether before, on or after the date of this Agreement) by Mastergroup or on its behalf, and all their subsequent versions, updates and enhancements, any beta-testing or demonstration versions, and may include the application created by Mastergroup utilising the PP Software for use by the Professional Partner on Apple Inc's iOS or Google Inc's Android- compatible mobile device web browser applications.

PP Subscription means the online application by the Professional Partner, in accordance with this Agreement, to Mastergroup to acquire the following services and/or products for the Relevant Tier for the Term:

(a) the PP Software (including the and the Documentation); and

(b) the Services.

PP Subscription Term means the period between the Commencement Date and:

(a) the Renewal Date;

(b) if applicable, each subsequent Renewal Date; and

(c) the Termination Date.

Privacy Act means the *Privacy Act 1988* (Cth) and any subsidiary legislation made under the *Privacy Act 1988* (Cth).

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Privacy Policy means Mastergroup's privacy policy which is available on Mastergroup's Website or as amended by Mastergroup from time to time.

Professional Partner means the authorised licensee of the Services pursuant to their Subscription for purposes connected with the conduct of their business (pursuant to their Australian Business Number ("ABN") or other activity for which then Services are provided, subject to this Agreement.

Professional Partner BYODs means any computing device of the Professional Partner or its Permitted User which includes a mobile telephone, tablet or portable computer that may access the Server.

Relevant Tier means the Tier to which the Professional Partner is assigned, and which at Mastergroup's discretion may be upgraded or downgraded from time to time upon each Renewal Date.

Renewal Period means the renewal period for the Agreement's Term, as may be set out in the PP Subscription

Representative includes an employee, agent, officer, director, auditor, advisor, researcher, partner, consultant, contractor, sub-contractor or related entity of that person or of a related body corporate of that person.

Schedule means a schedule to this Agreement.

Server means the 'cloud-based' servers and/or servers that are situated at such other location as may be nominated by Mastergroup from time to time and includes the serving computers, hardware, third-party software, Internet and operating systems necessary to host, operate and support the Services.

Services means any service provided by Mastergroup in connection with the installing, configuring, deployment, installation, development (if any) and licensing of the PP Software, and the Training (as the case may be) for the Relevant Tier.

Support Services means Mastergroup's support services provided as part of the PP Subscription, which are subject to Mastergroup's Customer Service Agreement.

Termination Date means the date on which this Agreement is terminated, for any reason.

Terms of Use means any agreement between the Permitter User and the Professional Partner in relation the Permitted User's access and use of the Services and Documentation.

Tier means the differing levels of Professional Partner Subscription offered by Mastergroup, each with varying obligations and benefits, and such Tiers may be amended at any time without notice at the entire discretion of Mastergroup.

Training Services means Mastergroup's various online (e.g. webinar) and in-person (e.g. on-on-one consultancy or group workshop) training, Documentation and related tutorial services in relation to the PP Software pursuant to its Training Terms & Conditions (as specified on Agrimaster's website www.agrimaster.com.au from time to time).

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User Credentials means the user number, email address and password through which the Professional Partner and Permitted Users may access their account.

21.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

(b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;

(c) an obligation on the part of two or more persons binds them jointly and severally;

(d) the expression “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(e) a reference to any party includes that party’s executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

(h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

(i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) references to payments to any party to this Agreement include payments to another person upon the direction of such party;

(k) a reference to AUD, $ or Dollar is to Australian currency;

(l) all payments to be made under this Agreement will be made by unendorsed bank cheque or other immediately available funds;

(m) the words “includes” or “including”, in any form, is not a word of limitation;

(n) a reference to a document or deed, includes the document or deed as novated, altered, supplemented or replaced from time to time;

(o) when the date or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day; and

(p) in the interpretation of this Agreement, no rule of contract interpretation applies to the disadvantage of a party on the basis that it put forward this Agreement or any part of it.

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