

GENERAL TERMS



TERMS AND CONDITIONS

1. Supply Contracts

- 1.1 This MSA is a master agreement under which the Customer may from time to time during the Term elect to acquire Products and Services from the Vendor.
- 1.2 If the Customer wishes to acquire Products or Services from the Vendor under this MSA, it may do so pursuant to a Supply Contract created by either:
 - (a) negotiating and agreeing a SOW with the Vendor; or
 - (b) issuing a draft Purchase Order for the supply of Products or Services specified in Schedule C.
- 1.3 A SOW must be substantially in the form of the template SOW set out in Schedule A or as otherwise separately provided by the Vendor. A Purchase Order must be substantially in the form of the template Purchase Order set out in Schedule B.
- 1.4 A Supply Contract is formed:
 - (a) when a SOW is executed by both parties; or
 - (b) when the Vendor confirms in writing that it accepts the draft Purchase Order issued by the Customer.
- 1.5 Each Supply Contract is a separate contract for the supply of the Products and Services (as applicable) specified in the Supply Contract.
- 1.6 For the avoidance of doubt, the Vendor is not obliged to supply any particular Products or Services unless and until a Supply Contract in respect of those Products or Services is formed in accordance with this MSA.
- 1.7 A Supply Contract comprises of:
 - (a) the Agreement Details;
 - (b) the terms of the applicable Supply Contract;
 - (c) these Terms and Conditions;
 - (d) where applicable, Schedule D – Controlled Security Exercises (Red Teaming) and Schedule E – Hardware Terms; and
 - (e) any other document forming part of this MSA or a Supply Contract.
- 1.8 In the event of any inconsistency, the document listed first in clause 1.7 will prevail to the extent of the inconsistency.
- 1.9 All Customer terms (including those referred to on any engagement terms or similar document) are excluded and do not form part of this MSA or the applicable Supply Contract unless otherwise expressly agreed by the parties in writing in a Supply Contract.

2. Term

- 2.1 This MSA commences on the Commencement Date and continues for the Term unless terminated in accordance with the terms of this MSA or extended in accordance with clause 2.3.
- 2.2 Each Supply Contract commences on the start date specified in the Supply Contract and continues for the Term, unless terminated in accordance with the terms of the relevant Supply Contract, or extended in accordance with clause 2.3.
- 2.3 This MSA and each Supply Contract will automatically renew for an additional 12 month period (**Renewal Term**) on the expiry of the Initial MSA Term, the initial term of the Supply Contract or

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3.1

the then current Renewal Term (as applicable) unless either party provides written notice of its intention not to renew at least ninety (90) days before renewal.

Supply of Products and Services

The Vendor will supply the Products and perform the Services described in a Supply Contract:

- (a) with due care and skill;
- (b) in a professional and workmanlike manner;
- (c) in accordance with the terms of the applicable Supply Contract; and
- (d) in accordance with all applicable Laws.

3.2

The Customer agrees that the Vendor may subcontract the performance of the Services or the supply of the Products (in whole or in part) to a third party service provider, including a Related Body Corporate of the Vendor.

3.3

Where the Vendor subcontracts the performance of any Services or the supply of any Products under clause 3.2, the parties agree that:

- (a) other than where the Customer agrees to have the Services provided on a pass-through basis, the Vendor remains responsible for the performance of its obligations under the applicable Supply Contract, and will remain responsible for the acts and omissions of any subcontractor as if they were the acts and omissions of the Vendor; and
- (b) the Vendor may replace one or more third party service providers provided that there are no material adverse effects on the performance of the Services or supply of the Products.

3.4

Where specified in the relevant Supply Contract, the Products and Services are only provided for the number of permitted users specified in a Supply Contract. The Customer must promptly notify the Vendor if the Customer's use exceeds, or is expected to exceed, the number of permitted users.

3.5

The Customer must provide all information and cooperation reasonably requested by the Vendor for the Vendor to verify the Customer's compliance with any restrictions on the number of permitted users.

3.6

If the Vendor becomes aware that the Customer's use exceeds the number of permitted users under clause 3.4, the Vendor may invoice the Customer for that additional usage.

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4.1

Third Party Providers

The Customer acknowledges and agrees that the Vendor is an authorised partner, reseller or agent for certain Third Party Provider products.

4.2

If the Services involve the Vendor supplying Third Party Provider Products:

- (a) the Customer will be bound by, and must comply with, any applicable Third Party Terms;
- (b) the Customer indemnifies the Vendor from and against all loss or damage arising out of the Customer's breach of any Third Party Terms;
- (c) the Vendor will not be liable for any loss or damage suffered by the Customer in connection with a Third Party Provider Product or Service, excluding where the loss or damage arises due to fraud, wilful misconduct or gross negligence on the part of the Vendor; and

	(d) the Customer must direct any request for support in relation to a Third Party Provider Product to the Vendor, in which case, the Vendor will engage with the relevant Third Party Provider and provide direction to the Customer regarding the support request.	7.1	Where necessary for the supply of any Products or Services, the Customer must, at the Customer's cost, prepare the Premises as reasonably required by the Vendor to enable it to supply the Products or perform the Services in accordance with the applicable Supply Contract.
5.	Service Levels	7.2	The Customer agrees to provide the Vendor's Personnel (and any subcontractor, if applicable) with full and safe access to the Premises where necessary for the supply of the Products or the performance of the Services, and will otherwise ensure that all Premises are safe and comply with applicable Law, including WHS Laws.
5.1	The Vendor will supply the Products and Services in accordance with any applicable Service Levels specified in a Supply Contract.		
5.2	The Customer's sole and exclusive remedy for the Vendor's failure to achieve a Service Level is the issuance of the Service Credit (if any) specified in the applicable Supply Contract. The Customer may apply the credit to a future invoice or request a refund for the amount of the credit if no future invoice is due.		
6.	General Customer Obligations	8.	Payment Terms
6.1	The Customer must:	8.1	Subject to clause 8.3, the Vendor may invoice the Customer for the Fees as set out in the relevant Supply Contract or, if no times are specified, upon the earlier of:
	(a) provide the Vendor with all assistance, cooperation, equipment, access and software reasonably required for the Vendor to provide the Products and Services;		(a) the Parties signing the relevant Supply Contract; or
	(b) not use the Products:		(b) delivery of the relevant Products or Services, and the Vendor will have no obligation to deliver any Products or commence any Services until the corresponding Fees have been received in full.
	(i) for any improper or unlawful purpose, or in anyway that is the breach of the applicable Third Party Terms; or	8.2	The Customer must pay any correctly rendered undisputed invoice issued by the Vendor within fourteen (14) days from the invoice date or as otherwise specified in the applicable Supply Contract.
	(ii) in any way which damages or interferes with the network or infrastructure of the Vendor or any of its suppliers or with the supply of any service to any other customer of the Vendor;	8.3	The Customer acknowledges and agrees that the Fees for the Products and Services may be invoiced to the Customer by any of the Vendor's Related Bodies Corporate, as notified to the Customer from time to time. The Customer must configure its accounting system to ensure that all payments are made to the applicable invoicing entity.
	(c) respond in a timely manner to the Vendor's queries and avoid unreasonable delays in making decisions;		If any part of an invoice is found to have been rendered incorrectly after payment has been made by the Customer, any underpayment or overpayment will be recoverable by or from the Vendor, as the case may be.
	(d) ensure that any materials supplied to the Vendor are complete, accurate and in a format agreed by the parties (if any);	8.4	Subject to clause 8.6, the Vendor may increase the Fees payable for the Products or Services supplied under a Supply Contract under any of the following circumstances:
	(e) appoint and maintain a sufficient number of appropriately qualified Personnel to liaise with the Vendor in relation to each Supply Contract; and		(a) at any time to reflect any bona fide increase in charges the Vendor is required to pay to a Third Party Provider; and
	(f) comply with the Customer obligations set out in the applicable Supply Contract.	8.5	(b) once per 12-month period by up to 10% of the current Fees payable by giving at least ninety (90) days' written notice to the Customer.
6.2	The Customer must notify the Vendor in writing within ten (10) Business Days of becoming aware of any change in the direct or indirect beneficial ownership or voting control of the Customer, including any transaction resulting in a person or persons acting together acquiring, or ceasing to have, more than fifty percent (50%) of the issued share capital or voting power, or a sale or transfer of all or substantially all of the Customer's business or assets, and must provide reasonable details to enable the Vendor to assess operational, security and credit implications.	8.6	Where the Vendor increases the Fees under clause 8.5(a) by an amount exceeding 10%, the Customer may, by providing at least 30 days' written notice, request that the Vendor ceases to supply the relevant Product or Service which caused the Fee increase. For the avoidance of doubt, unless otherwise agreed by the parties, the remainder of the Supply Contract will remain in full effect.
6.3	The Customer must not use the Products or Services:		Notwithstanding any of the foregoing, on 1 July of each year of the Term, the Vendor may increase the Fees to reflect adjustments to the CPI for the
	(a) for any improper or unlawful purpose; or		
	(b) in any way that is a breach of the applicable Third Party Terms; or		
	(c) in any way which damages or interferes with the network or infrastructure of the Vendor or any of its suppliers or customers.	8.7	
7.	Access to the Customer Premises		

- preceding 12 months by giving at least thirty (30) days' written notice to the Customer.
- 8.8 If a Supply Contract specifies that any Fees are subject to a discount, rebate, credit, subsidy, or other incentive (each, a **Discount**), the Discount is conditional upon the Customer complying with the terms of that Supply Contract (including any minimum term, committed volumes, or usage requirements).
- 8.9 If the Customer terminates the relevant Supply Contract (other than due to the Vendor's breach) before expiry of its initial term, or the Customer reduces its committed volumes or usage below the agreed threshold, then (without limiting any other right of the Vendor) the Vendor may invoice the Customer for the value of the Discount on a pro-rated basis or adjust Fees to the standard charges that would have applied absent the Discount.
- 8.10 For the avoidance of doubt, the Customer will not be entitled to any Discount unless it is expressly set out in a Supply Contract.
- 8.11 If, at the Customer's request, the Vendor converts and invoices in a currency different from a Third Party Provider's invoice, the Customer bears all FX costs and bank charges and must pay any bona fide shortfall amount so the Third Party Provider's invoice can be settled in full in its original currency.
- 9. GST**
- 9.1 Unless otherwise specified in the SOW, the Fees are exclusive of GST. If any supply under this MSA or a Supply Contract is a Taxable Supply then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice.
- 9.2 If any Taxes of any kind are payable under or in connection with this MSA or any Supply Contract, the Customer must pay such additional amounts as necessary to ensure that the Vendor receives the full amount it would have received had no such Taxes been imposed.
- 10. Intellectual Property**
- 10.1 The parties agree that, other than as expressly provided in this clause 10 or any Supply Contract, nothing in this MSA or a Supply Contract transfers or grants to any party any right, title or interest in or to any Intellectual Property Rights in any Pre-Existing Material.
- 10.2 If a party provides any Pre-Existing Material to the other party, then the first party grants to the other party a non-transferable, non-exclusive, royalty-free licence to use the Pre-Existing Material solely for the purpose of:
- in the case of the Vendor, meeting its obligations to the Customer under this MSA or a Supply Contract during the Term of the MSA or Supply Contract; and
 - in the case of the Customer, using the Pre-Existing Material solely to obtain the benefit of the Products or Services.
- 10.3 As between the Vendor and the Customer, the Vendor will own all Intellectual Property Rights in the Developed Material, immediately upon creation. To the extent any Intellectual Property Rights do not vest with the Vendor, the Customer must immediately assign those rights to the Vendor. This assignment operates as an assignment of future Intellectual Property Rights to the extent the relevant material is not in existence as at the date of this MSA or the relevant Supply Contract.
- 10.4 The Vendor grants to the Customer a worldwide, royalty free, perpetual, irrevocable, non-transferable, non-sub-licensable, non-exclusive licence to use the Intellectual Property Rights in the Developed Material solely to obtain the benefit of the Products or Services.
- 10.5 Without limiting the Vendor's obligations in relation to Confidential Information or Intellectual Property Rights, the Vendor may use any general knowledge, know-how, skills and experience gained while providing the Products or Services, provided this does not include the Customer's Confidential Information, Intellectual Property Rights or information specific to the Customer.
- 10.6 Subject to clauses 10.5, 11 and 12, the Vendor may create and use Aggregated Information from data arising from the Products or Services, provided that:
- it is de-identified and cannot reasonably identify the Customer or any individual;
 - it does not disclose the Customer's Confidential Information or include Pre-Existing Material or Developed Material except to the extent irreversibly transformed; and
 - it is used only for internal improvement, benchmarking and analytics, or external reporting that does not disclose Customer-specific information, with no transfer of rights in Customer information.
- 11. Confidentiality**
- 11.1 Each party agrees to keep confidential, and not to use or disclose, other than as permitted in this MSA, any Confidential Information of the other party.
- 11.2 Each party may disclose the Confidential Information of the other party only on a "need-to-know" and confidential basis:
- if it is required to make such a disclosure by applicable Law or the rules of any stock exchange upon which the recipient's securities are listed, provided that the recipient:
 - discloses only the minimum amount of Confidential Information required to satisfy the relevant Law or stock exchange rules; and
 - prior to such a disclosure, provides a reasonable amount of written notice to the other party;
 - to those of its Personnel who have a need to know the Confidential Information to enable the party to comply with its obligations under this MSA or a Supply Contract;
 - to the recipient's financial, legal or other professional advisors for the purpose of obtaining advice in relation to the performance of its obligations under this MSA or a Supply Contract; or

- 11.3 (d) with prior written consent of the other party. Each party who discloses Confidential Information of the other party under this clause 11 must ensure that the information is kept confidential by the recipients.
- 11.4 Upon termination or expiry of a Supply Contract or this MSA, each party must return or destroy, and ensure that all of its Personnel return or destroy, all copies of all Confidential Information in their possession or control, unless such information is required for the purposes of any other Supply Contract that remains on foot.
- 11.5 The Customer agrees that the Vendor may use the Customer's company name, logo and testimonial (if such testimonial is provided) in promotional material and communications, including, but not limited to, on its website and in proposals, presentations and corporate brochures.
- 11.6 Each party acknowledges that the value of the other party's Confidential Information is such that an award of damages or an account of profits may not be adequate compensation for breach of this clause 11.6.
- 11.7 Each party acknowledges that, without compromising its rights to seek damages or receive any other form of relief in the event of a breach of this clause 11.7, a party may seek and obtain an ex-parte interlocutory injunction or final injunction to prohibit or restrain the other party or its Personnel from any breach or threatened breach of this clause 11.7.
- 12. Privacy and Security**
- 12.1 Each party must:
- (a) take all steps as may be necessary, prudent or desirable in order to safeguard any Confidential Information and data provided to the other party in the course of this MSA or a Supply Contract; and
- (b) comply with all Privacy Laws in relation to any Personal Information disclosed to, accessed or collected by that party in the course of performing this MSA.
- 12.2 Without limiting its obligations under clause 12.1, in supplying the Products and Services under this MSA, the Vendor will:
- (a) align (to the extent applicable to the Products or Services) with the following standards relating to information security management which are published by the International Organisation for Standardisation (ISO) and the International Electrotechnical Commission (IEC), as updated from time to time (or any equivalent and globally recognised standards):
- (i) ISO/IEC 27000: Information technology - Security Techniques- Information security management systems - Overview and vocabulary;
- (ii) ISO/IEC 27001: Information technology - Security Techniques - Information security management systems - Requirements; and
- (iii) ISO/IEC 27002: Code of practice for information security management;
- (b) implement, maintain, and enforce a formal program of technical and organisational security measures (including an audit and compliance program) relating to ICT, OT security and cyber security;
- (c) if the Vendor becomes aware that there has been a Security Incident, promptly (and no later than 72 hours) notify the Customer of the occurrence of the Security Incident;
- (d) where the Vendor becomes aware of a Security Incident, or is notified by the Customer that it reasonably believes a Security Incident has occurred or is about to occur, as soon as possible:
- (i) investigate and take steps to identify the root cause of the Security Incident and seek to understand the risks posed by the Security Incident and identify how these risks can be addressed; and
- (ii) manage and contain the Security Incident and mitigate the impact of the Security Incident;
- (iii) develop and adopt a remediation plan addressing the rectification of and the prevention of the future recurrence of the facts and circumstances giving rise to the Security Incident (**Remediation Plan**);
- (e) after the Vendor's initial awareness or notification of the Security Incident, provide to the Customer, to the extent known at that time:
- (i) a list of actions taken by the Vendor to mitigate the impact of the Security Incident;
- (ii) a summary of the records impacted, or which may be impacted, and any Customer Data and other information that has been or may have been lost, accessed or disclosed as a result of the Security Incident; and
- (iii) the estimated time to resolve the Security Incident;
- (f) promptly on the Customer's request, provide copies of the results of the Vendor's analysis and the Remediation Plan to the Customer;
- (g) provide any assistance reasonably required by the Customer or any regulator in relation to any criminal, regulatory or other investigation relating to the Security Incident;
- (h) promptly update the Remediation Plan to address any concerns reasonably raised by the Customer, following which the Vendor must implement the Remediation Plan in accordance with the timeframes agreed by the Customer;
- (i) following implementation of the Remediation Plan, provide evidence to the Customer verifying that the remediation activities in the Remediation Plan have successfully resolved the underlying cause of the Security Incident (for example, by sharing the results of relevant penetration tests or vulnerability scans);
- (j) review and learn from the Security Incidents to improve security and data handling practices

	and prevent future Security Incidents from occurring; and		
	(k) if applicable, comply with the Vendor's security policy available online at https://www.infotrust.com.au/terms-conditions .		
12.3	For the avoidance of doubt, nothing in clause 12.2:	15.2	The Vendor represents and warrants that all Products and Services will:
	(a) requires the Vendor to provide the Customer with specific details that relate to the Vendor's other customers or would breach any applicable Laws; or		(a) in the case of Products, will comply with any applicable requirements specified in the Supply Contract;
	(b) limits the Vendor's obligations at Law with respect to the notification and resolution of Security Incidents.		(b) in the case of Services:
13. Maintenance			(i) be performed with due care and skill, in a professional, efficient and safe manner;
13.1	The Customer acknowledges and agrees that the Vendor or a third party service provider (including a Third Party Provider) may need to perform scheduled and unscheduled maintenance and/or perform updates in relation to the Products or Services from time to time and must not unreasonably prevent, delay or restrict the Vendor (or its Third Party Providers) from doing so.		(ii) be performed by suitably qualified and experienced Personnel; and
13.2	The Vendor will endeavour, where reasonably possible, to perform maintenance during pre-approved change windows, and will otherwise notify the Customer of any unscheduled maintenance as soon as possible.	15.3	(iii) not infringe any Law or any rights of a third person (including any Intellectual Property Rights) when used by the Customer.
13.3	Any scheduled maintenance or unscheduled maintenance notified in accordance with this clause 13 will not constitute a failure by the Vendor to achieve a Service Level, provided such maintenance is conducted during agreed change windows or otherwise the Vendor has provided reasonable notice of such maintenance to the Customer.	15.4	To the fullest extent permitted by applicable Law, the Vendor exclude all warranties, representations, implied terms and guarantees not expressly stated in this MSA or a Supply Contract, including any warranty or representation that the Products or Services will be fit for any particular purpose or will be error-free or uninterrupted.
13.4	If the Customer prevents, delays or restricts such maintenance or updates, the Vendor's obligations in respect of the affected Products or Services will be limited to reasonable efforts until such maintenance or updates can be performed.	15.5	Liab
14. Suspension			Nothing in this MSA is intended to exclude any guarantees which cannot be excluded or modified under applicable Law. If the Vendor is liable for breach of any guarantee or warranty that cannot be excluded or modified under applicable Law, then to the extent permitted under applicable Law, its liability for that breach will be limited (at its discretion) to re-supplying the Product or Service or payment of the cost of having the Product or Service supplied again in accordance with the respective guarantee or warranty.
14.1	The Vendor may, without liability, immediately suspend performance of any or all of its obligations (including the supply of Services) under this MSA or a Supply Contract if:	16. Indemnities	
	(a) the Vendor, acting reasonably, considers necessary to comply with any Law;	16.1	The Vendor will indemnify the Customer from any Loss arising from a third party Claim that the Products or Services infringe the Intellectual Property Rights of that third party. In the event of such a Claim, the Vendor may, at no cost to the Customer:
	(b) the Customer defaults in the performance of any of its obligations under this MSA or a Supply Contract and that default is not remedied within ten (10) Business Days;		(a) procure for the Customer the right to continue to use any Product or Service that is affected by such Claim;
	(c) where permitted by Law, the Customer is affected by an Insolvency Event; or		(b) replace or modify any Product or Service that is affected by such Claim; or
	(d) an agreement with a third party service provider (including a Third Party Provider) is suspended for any reason that is outside the reasonable control of the Vendor.		(c) if (a) and (b) are not reasonably practicable, terminate the Customer's licence to the relevant Product or Service and refund any prepaid fees for the remainder of the Term for that Product or Service.
15. Warranties and Exclusions		16.2	The Vendor's liability to indemnify the Customer under this clause 16 will be reduced proportionally to
15.1	The Vendor and the Customer each represent and warrant to the other that:		
	(a) it has the power and authority to enter into this MSA and each Supply Contract, and to perform		

	the extent that any act or omission of the Customer contributed to the Loss.	19.2	As soon as practicable after expiry or termination of a Supply Contract, the Vendor will:
16.3	The Vendor's liability set out in this clause 16 will be the sole and exclusive remedy for any third party Claim described in this clause.		(a) return, and will ensure that all of the Vendor's Personnel return, to the Customer all equipment, records, documents and Materials provided by the Customer for the purposes of the Supply Contract, including any security passes and keys;
17. Liability			(b) return, and will ensure that all of the Vendor's Personnel return, to the Customer all copies of all Confidential Information of the Customer in their possession or control, unless such information is required for the purposes of any other Supply Contract that remains on foot; and
17.1	Subject to clause 17.3, each party's maximum aggregate liability to the other party in connection with this MSA, whether arising by way of breach of contract, in tort (including negligence), under statute, in equity or otherwise is limited to the total of all amounts paid or payable to the Vendor under the relevant Supply Contract in the 12 month period prior to the date of the relevant claim.		(c) if requested, transition and transfer the Services (or any part thereof) to the Customer or a third party and minimise any adverse effect of such transition or transfer at the Customer's cost (on a time and materials basis as pre-approved by the Customer).
17.2	Subject to clause 17.3, neither party is liable for any Indirect Loss suffered in connection with this MSA or any Supply Contract, whether arising under contract, tort (including negligence), statute, equity or otherwise.		
17.3	The limitations of liability set out in clauses 17.1 and 17.2 do not apply to or limit any liability of a party in respect of:	19.3	This clause 19, clauses 10, 11, 12, 16, 18, 22, 25, 26 and any other obligations which are expressed to or, by their nature, survive expiry or termination, will survive expiry or termination of this MSA or a Supply Contract and are enforceable at any time at Law or in equity.
	(a) death or injury to persons, or damage to real or personal property;	20. Changes	
	(b) misuse of Confidential Information;	20.1	Either the Vendor or the Customer may request a change to the scope of any Supply Contract (including any change to the number or type of Products or Services to be supplied under that Supply Contract) at any time.
	(c) acts of fraud, wilful misconduct, or wilful or fraudulent misrepresentation;		If the change is agreed by the parties in writing, the relevant Supply Contract will be varied as agreed.
	(d) physical damage to the Customer's real or personal property, provided that the Vendor's liability is limited at its option to repairing or replacing the property or paying the cost of doing so;	20.2	
	(e) damage to any Hardware owned by the Vendor that is in the possession or control of the Customer;	21. Insurance	
	(f) breach of Law;	21.1	Vendor's insurance
	(g) breach of clause 6.1; or		The Vendor will maintain the following insurances for the duration of this MSA:
	(h) the indemnity under clause 16.1.		(a) professional indemnity for \$10 million per occurrence and in the aggregate;
17.4	The liability of a party for any loss or damage sustained by the other party will be reduced proportionately to the extent that such loss or damage was caused or contributed to by the other party's act, omission or negligence.		(b) product and public liability \$20 million per occurrence and in the aggregate
18. Termination			(c) Cyber liability for \$10 million per occurrence and in the aggregate; and
	Either party may terminate this MSA, any Supply Contract (in whole or in part) or all of them, by immediate effect upon written notice to the other party if:		(d) workers' compensation insurance as required by applicable Law.
	(a) the other party breaches any material obligation under this MSA or the relevant Supply Contract (including non-payment of the Fees) which is not capable of being remedied or which is not remedied within thirty (30) days of receipt of a notice specifying the breach and requiring it to be remedied;	22. Dispute resolution	
	(b) where permitted by Law, an Insolvency Event occurs in relation to the other party; or	22.1	A party may only invoke this clause 22 after using reasonable efforts to resolve the dispute through good-faith discussions at an operational level and, if unresolved, escalation to each party's executive leadership team.
	(c) any Force Majeure Event continues for more than six (6) months.	22.2	Any notice invoking this clause 22 must briefly describe the dispute and confirm that the pre-condition above has been satisfied.
19. Consequences of termination		22.3	Neither party will commence court proceedings or action against the other party under or in connection with this MSA or any Supply Contract (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute using the following process:
19.1	Where a party terminates this MSA or a particular Supply Contract, that termination will not affect any other Supply Contract in effect.		(a) following notice from either party invoking the process, the parties must meet within five (5)

	Business Days or such other time as agreed to discuss and attempt to resolve the dispute;		
	(b) failing resolution of the dispute within five (5) Business Days after the first meeting between the parties in accordance with (a), the parties must refer the matter to a mediation to occur in Melbourne, Victoria and be conducted in accordance with the Australian Disputes Centre (ADC) Mediation Guidelines and with a mediator as agreed by the parties or, failing agreement, as appointed by the CEO of the ADC; and	24.3	
	(c) failing resolution of the dispute by mediation in accordance with (b), the parties may agree to expert determination to occur in Melbourne, Victoria in accordance with any relevant legislation and with an expert as agreed by the parties or, failing agreement, as selected by the President of the Victoria Law Society or by their delegate.	24.4	
22.4	The parties must continue to perform their obligations under this MSA or the relevant Supply Contract while any dispute is being resolved.	24.5	
23.	Force majeure		
23.1	Neither party will be liable for any delay in performing or failing to perform its obligations under this MSA or a Supply Contract to the extent the delay or failure is caused by a Force Majeure Event. The party so affected must:		
	(a) as soon as practicable, notify the other party of the Force Majeure Event and its expected duration and consequences;		
	(b) use its best endeavours to minimise the consequences of the Force Majeure Event and to resume performance of the affected obligations; and		
	(c) continue to perform all unaffected obligations in accordance with this MSA or the relevant Supply Contract.		
23.2	If the Vendor is unable to supply any Products or Services in accordance with this MSA or a Supply Contract as a result of a Force Majeure Event, the Customer has no obligation to pay the Fees applicable to the affected Products or Services until after the Vendor supplies them in accordance with this MSA or the Supply Contract. The obligations of a party under clause 8 are not otherwise subject to clause 23.1.		
24.	General	24.6	
24.1	Anti-Bribery		
	(a) The Parties will at all times comply with all applicable Law relating to anti-bribery and improper payments, including the <i>Criminal Code Act 1995</i> (Cth).	24.7	
	(b) The Vendor will ensure that all persons providing any Products or Services in connection with this MSA or a Supply Contract comply with its Anti-Bribery and Corruption Policy (available online).		
24.2	Modern Slavery		
	The Vendor will use reasonable endeavours to ensure there is no Modern Slavery in its operations and supply chain and comply with any applicable obligations under the Modern Slavery Act, including reporting and notice requirements.		
	Assignment		
	(a) Subject to clause 24.3(b), neither party may assign or novate its rights or obligations under this MSA or any Supply Contract without the prior written consent of the other party, whose consent must not be unreasonably withheld.		
	(b) The Vendor may assign or novate its rights or obligations under this MSA or any Supply Contract to any Related Body Corporate of the Vendor without the Customer's consent. The Vendor will notify the Customer in writing if this occurs.		
	(c) Any purported dealing in breach of this clause 24.3 is of no effect.		
	Relationship		
	The parties are independent contractors and nothing in this MSA or any Supply Contract gives rise to any relationship of agency, partnership, employment or otherwise.		
	Notices		
	(a) Any notice or other communication under this MSA and each Supply Contract must be given in writing and may be delivered by hand during business hours on a Business Day, sent to the party's current address for notices by pre-paid ordinary mail (or if the address is outside Australia, by pre-paid airmail), or sent by email to the address for notices for that party set out in item 1 or 2 of the Agreement Details (as applicable) or as otherwise notified to it by the other party from time to time.		
	(b) A communication is taken to be received:		
	(i) if delivered by hand, on that day;		
	(ii) if posted within Australia to an Australian address, five (5) Business Days after posting, or in any other case, ten (10) Business Days after posting; or		
	(iii) if sent by email, when confirmation of delivery is received by the sender which records the time that the email was delivered to the addressee's last notified email address unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.		
	Waiver		
	No waiver of a right or remedy under this MSA or any Supply Contract is effective unless it is in writing and signed by the party granting it.		
	Governing law		
	(a) This MSA and each Supply Contract is governed by and is to be construed in accordance with the Laws of Victoria, Australia.		
	(b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia, and any courts with jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.		

- 24.8 **Variations**
Subject to clauses 8.5 and 20, this MSA and each Supply Contract may only be varied, supplemented or replaced by a document executed by the parties.
- 24.9 **Severability**
If a provision of this MSA or any Supply Contract would, but for this clause 24.9, be unenforceable, that provision must be read down to the extent necessary to avoid that result and, if the provision cannot be read down, must be severed without altering the validity and enforceability of the remainder of this MSA or any Supply Contract.
- 24.10 **Counterparts**
This MSA and any Supply Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- 24.11 **Entire agreement**
This MSA and the Supply Contract(s) contain the entire agreement between the parties with respect to their subject matter. They set out the only conduct, representations, warranties, covenants, conditions, agreements or understanding relied on by the parties and supersede all previous conduct by or between the parties in connection with their subject matter. Neither party has relied on nor is relying on any other conduct in entering into this MSA or any Supply Contract and completing the transactions contemplated by it.
25. **Definitions**
In this MSA and each Supply Contract:
Agreement Details means the details set out on the first page of this MSA or the Supply Contract.
Aggregated Information means data or information derived from, or generated in connection with, this MSA or any Supply Contract that has been combined with other data and de-identified so that it does not include Personal Information, does not disclose the Customer's Confidential Information, and cannot reasonably identify the Customer or any individual.
Business Day means a day on which banks are open for business excluding Saturday, Sundays and public holidays in Victoria, Australia.
Claim means any claim, action, proceeding or investigation of any nature or kind.
Commencement Date means the date specified in item 3 of the Agreement Details or the Supply Contract.
Confidential Information in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or the Vendor, but does not include any information which is in the public domain other than through a breach of confidence.
CPI means the Consumer Price Index, Australia published by the Australian Bureau of Statistics for the 12-month period prior to the relevant variation of the Fees, or any replacement index.
Developed Material means all Materials developed by or on behalf of the Vendor or the Vendor's Personnel in connection with a Supply Contract.
Discount has the meaning given in clause 8.8.
- Fees** means the amounts payable by the Customer under a Supply Contract for any Products or Services.
- Force Majeure Event** means an event which is outside the reasonable control of the party claiming that the event has occurred and the adverse effects of which could not have been prevented or mitigated against by that party with reasonable diligence or reasonable precautionary measures, and includes natural disasters, acts of terrorism, riots, revolutions, civil commotions, pandemics and epidemics, but does not include any act or omission of a subcontractor (except to the extent that act or omission is caused by a Force Majeure Event).
- GST** means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.
- GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Indirect Loss** means any:
- (a) Loss not arising as a natural consequence of a breach or other event giving rise to liability of a party;
 - (b) loss of revenue, production, opportunity, profit or anticipated profit and any economic loss in respect of any claim in tort; and
 - (c) loss or corruption of data.
- Initial MSA Term** means the initial term specified in item 4 of the Agreement Details or the Supply Contract.
- Insolvency Event** means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within twenty one (21) days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.
- Intellectual Property Rights** means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this MSA both in Australia and throughout the world.
- Law** means any applicable statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.
- Loss** means loss, damage, liability, cost, charge, expense, outgoing, fine or payment of any nature or kind.
- Material** means all things, materials, documents, information and other items, and includes concepts, approaches, tools, methodologies, processes,

know-how, data, documentation, manuals and anything else which is in a material, including electronic, form.

Modern Slavery has the same meaning as in the Modern Slavery Act.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

MSA means these Terms and Conditions and the schedules.

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

Personnel means employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.

Pre-Existing Material means all Material created or developed independently of this MSA and each Supply Contract (whether prior to or during the term of such documents) and excludes all Developed Material.

Premises means premises owned, leased, licensed or otherwise occupied by the Customer.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable privacy legislation.

Products means all things to be supplied by the Vendor to the Customer under a Supply Contract (other than Services).

Purchase Order means a purchase order issued by the Customer to the Vendor for the supply of Products or Services offered under Schedule A and signed by both parties.

Remediation Plan has the meaning given in clause 12.2(d)(iii).

Renewal Term means the renewal term specified in the Agreement Details or the Supply Contract.

Security Incident means any actual or suspected:

- (a) unauthorised access to, modification of, disclosure of any Personal Information; or
- (b) misuse, interference or loss of any Personal Information; or
- (c) other occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of a Customer information system or the information the Customer system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of the Customer security policies, security procedures, or acceptable use policies.

Service Credit means, in respect of any Service, any service credits applicable to that Service as specified in the relevant Supply Contract.

Service Level means, in respect of any Service, any service level applicable to that Service as specified in the relevant Supply Contract, or as notified or provided to the Customer or available on the Vendor's website, as amended by the Vendor from time to time.

Services means the services to be provided by the Vendor under a Supply Contract.

SOW means a document agreed between the parties under this MSA (however described, including (without limitation) as a proposal, service order,

order form, project schedule or schedule of services) that sets out the specific Products and/or Services to be provided by the Vendor, together with the applicable scope, deliverables, assumptions, responsibilities, timing, service levels, fees and other commercial terms for that engagement.

Supply Contract means a contract formed between the Vendor and the Customer for the supply of Products or Services in accordance with clause 1.3 of this MSA.

Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Term means:

- (a) in respect of an MSA, the period commencing on the Commencement Date and ending on the later of the expiry of the Initial MSA Term or any Renewal Term(s);
- (b) in respect of a Supply Contract, the period commencing on the start date specified in the Supply Contract and ending on the later of the end date specified in the Supply Contract or the expiry of any Renewal Term(s).

Terms and Conditions means clauses 1 to 26 of this document.

Third Party Provider means any third party from whom the Vendor procures, resells or makes available any Products or Services to the Customer.

Third Party Terms means the terms, conditions, end user licence agreements, acceptable use policies, service level commitments or other contractual documents imposed by a third party provider that apply to the Customer's use of a third party Product or Service, as amended from time to time by the relevant third party.

Vendor means the entity identified as the vendor, supplier or service provider in the relevant Supply Contract, and includes any of its Related Bodies Corporate to the extent they supply Products or Services, issue invoices, or otherwise perform obligations under that Supply Contract or this MSA.

WHS Laws means all Laws relating to work health and safety and all codes of practice pertaining to the Services.

Interpretation

In this MSA and each Supply Contract the following rules of interpretation apply unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (c) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a party includes its successors and permitted assigns;

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- (iii) a document includes all amendments or supplements to that document;
- (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this MSA or a Supply Contract;
- (v) this MSA and each Supply Contract includes all schedules and attachments to it;
- (vi) a law is a reference to that law as amended, consolidated or replaced; and
- (vii) a monetary amount is in Australian dollars;
- (d) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (e) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this MSA or any part of it.

GENERAL TERMS - SCHEDULES



SCHEDULES**Schedule A** – Template SOW

(Separately provided by Sales team)

Schedule B – Template Purchase Order

(Separately provided by Infotrust)

Schedule C – Product and Services List

(Separately provided by Sales Team)

Schedule D – Controlled Security Exercises (Red Teaming)

(See following page)

Schedule E – Hardware Terms

(See following page)

Schedule F – Regulatory Addendum – APRA CPS 230 & CPS 234 Compliance

(See following page)

Schedule D – Controlled Security Exercises (Red Teaming)**1. Purpose and Application**

This Schedule governs controlled security Exercises conducted by the Vendor to validate and improve its services.

2. Vendor Discretion and Preconditions

2.1. The Vendor may conduct Exercises in such manner as it determines appropriate, subject to cl 2.2.

2.2. Exercises must not:

- (a) extend beyond the scope authorised under the relevant MSA or Supply Contract; or
- (b) cause business interruption in breach of otherwise applicable Service Levels.

2.3. The Vendor will take reasonable steps to notify the Customer of the timing of any Exercise if the Customer's production systems may observe the activity.

3. Service Levels

3.1. Performance impacts arising directly from authorised Exercise activity during an agreed window are excluded from Service Level calculations.

3.2. Normal Service Levels continue to apply outside the authorised Exercise window.

4. Liability and Insurance

4.1. The Vendor remains liable for Loss caused by its negligence, wilful misconduct or breach of this Schedule.

4.2. Except as set out in cl 4.1, the Vendor is not liable for any impact to the Customer's systems arising from an authorised Exercise.

4.3. The MSA's limitations and exclusions of liability (cl 18) continue to apply.

4.4. The Vendor's insurance obligations under cl 22 apply to Exercises.

5. Reporting and Records

5.1. The Vendor may generate internal reports from Exercises for its own improvement.

5.2. If an Exercise identifies material weaknesses in the Customer's in-scope systems, the Vendor will provide a summary report of findings and remediation recommendations.

5.3. The Vendor will retain logs and approvals for 12 months and make them available to the Customer on reasonable request for audit or regulatory review, subject to confidentiality and security safeguards.

6. Suspension and Termination of Exercises

6.1. The Customer may suspend an Exercise in progress by written notice where there is a demonstrable risk to business operations.

6.2. Termination or suspension of this Schedule does not affect the remainder of the MSA or any Supply Contract.

7. Definitions

Exercise means a controlled, pre-approved security validation activity (including red-team, purple-team or penetration-testing techniques) conducted by the Vendor under this Schedule.

Schedule E – Hardware Terms

1. Application

This schedule applies where the Vendor supplies Hardware to the Customer under a Supply Contract.

2. Hardware

- 2.1. Where the Vendor supplies Hardware to the Customer:
 - (a) risk of loss or damage will transfer to the Customer on delivery of the Hardware;
 - (b) where the Hardware is purchased (outright), ownership of the Hardware will transfer to the Customer on payment of all applicable Fees;
 - (c) if Hardware is delivered to the Customer before ownership passes to the Customer, then until ownership passes to the Customer, the Customer:
 - (i) must promptly notify the Vendor if the Hardware is lost, stolen or damaged;
 - (ii) has no authority to deal with, and will not purport to deal with, or share or transfer possession of, the Hardware: and
 - (iii) must do everything necessary to protect the Vendor's title to the Hardware.
- 2.2. The Customer indemnifies the Vendor against all losses, damages, expenses and costs (including reasonable legal costs) to the extent arising from or as a result of any loss, destruction, theft or damage to any Hardware owned by the Vendor that is under the possession or control of the Customer.
- 2.3. The Customer acknowledges and agrees that any Hardware supplied by the Vendor is subject to the warranties (if any) given by the manufacturer in respect of the Hardware. Where ownership of any Hardware purchased by the Customer has passed to the Customer, the Vendor will assign to the Customer the benefit of any warranties given to it by the manufacturer of the Hardware. To the full extent permitted by Law, the Vendor does not provide any warranties to the Customer in addition to these manufacturer warranties.

3. Customer's insurance of Hardware

If Hardware is delivered to the Customer before ownership passes to the Customer, then until ownership passes to the Customer:

- (a) the Customer must keep the Hardware insured with an insurer of recognised standing for its full replacement value against loss or damage by theft, accident, fire and any other risks that are insured against by prudent persons engaged in a similar business to the Customer; and
- (b) the Vendor is entitled to receive all amounts payable under any relevant insurance of the Hardware in respect of damage to, or loss of, the Hardware.

4. Personal Properties Securities Act

- 4.1. This clause 4 applies if the Vendor is of the opinion (acting reasonably) that a PPS Security Interest is, or is contemplated to be, created under this MSA for a Product.
- 4.2. The Vendor may register a PPS Security Interest in respect of a Product. The Customer must do anything (such as obtaining consents and signing documents) which the Vendor requires for the purposes of:
 - (a) ensuring that the Vendor's security interest is enforceable, perfected and otherwise effective under the PPSA;
 - (b) enabling the Vendor to gain priority for its security interest; and
 - (c) enabling the Vendor to exercise rights in connection with its security interest. The Vendor's rights under this MSA are in addition to and not in substitution for its rights under other Law (including the PPSA) and the Vendor may choose whether to exercise rights under this MSA and/or under such other Law, as the Vendor sees fit.
- 4.3. The Customer warrants that where any Hardware is delivered to the Customer before ownership passes to the Customer that includes Serial Numbered Property, it has provided the Vendor with the serial numbers that the Vendor would require to make an effective registration against all such Serial Numbered Property in accordance with the PPSA. The Customer must not change or remove the serial number of any Serial Numbered Property after it has disclosed the relevant number to the Vendor.
- 4.4. The Customer waives its right under section 157 of the PPSA to receive notice of any verification statement.
- 4.5. The Vendor and the Customer agree with each other not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in circumstances required by sections 275(7)(b) to (e) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if the Vendor approves. Nothing in this clause will prevent any disclosure by the Vendor if it believes it is necessary to comply with its other obligations under the PPSA.
- 4.6. To the extent that it is not inconsistent with clause 4.5 constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Customer agrees that the Vendor may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that the Vendor is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.
- 4.7. To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by the Vendor of any PPS Security Interest provided for by this MSA, the Vendor and the Customer agree with each other that the following provisions of the PPSA do not apply:
- 4.8. to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and
- 4.9. in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

- 4.10. If section 115(1) of the PPSA does not allow section 125 of the PPSA to be excluded, the Customer agrees that at any time after any PPS Security Interest provided for by this Agreement has become enforceable, the Vendor may delay disposing of, or taking action to retain, the whole or part of the collateral to the extent permitted by law

5. Definitions

In this schedule:

Hardware means any hardware, equipment or other goods specified in a Supply Contract. This Hardware may be varied from time to time by the Parties by written agreement.

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

PPS Security Interest means a security interest under the PPSA.

Serial Numbered Property means any Products which may or must be described by serial number in a registration under the PPSA.

Schedule F – Regulatory Addendum – APRA CPS 230 & CPS 234 Compliance

1. Definitions

- 1.1. In this Addendum, the following terms have the corresponding meanings:

APRA means the Australian Prudential Regulation Authority established under the Australian Prudential Regulation Authority Act 1998 (Cth) or its successor.

Business Day means a day other than a Saturday, Sunday or bank or public holiday in Victoria, Australia.

CPS 230 means the Prudential Standard CPS 230 – Operational Risk Management.

CPS 234 means the Prudential Standard CPS 234 – Information Security.

Fourth Party means a material service provider that the Vendor relies on when delivering the Services to the Customer. For the purposes of this Addendum, a material service provider is a service provider that undertakes a critical operation, or that exposes the Vendor to material operational risk, in respect of the provision of the Services.

Information Assets means:

(a) the Customer Data; and

(b) the Customer's information technology systems, including its software and hardware, to the extent accessible by the Vendor in providing the Products or Services.

Information Security means the preservation of an Information Asset's confidentiality, integrity and availability. For the purposes of this Addendum, the terms 'confidentiality', 'integrity' and 'availability' take their meaning from the definitions in paragraph 12 of APRA Prudential Standard CPS 234.

Information Security Control means a prevention, detection or response measure to reduce the likelihood or impact of an Information Security Incident.

Information Security Control Vulnerability means a weakness in an Information Asset or Information Security Control that could be exploited to compromise Information Security.

Information Security Incident means an actual or potential compromise of Information Security in connection with the Products or Services provided by the Vendor.

Operational Risk means any risk that includes but is not limited to legal risk, regulatory risk, compliance risk, conduct risk, technology risk, data risk and change management risk.

SOCI Act means the Security of Critical Infrastructure Act 2018 (Cth).

- 1.2. Capitalised terms not defined in this Addendum have the meaning given to them in this MSA or the relevant Supply Contract.

2. Fourth Party arrangements

- 2.1. In the event the Vendor engages a Fourth Party during the Term of the MSA or a Supply Contract, or changes an existing Fourth Party, the Vendor agrees to provide the Customer with written notice of the engagement. As at the date of the MSA, the Vendor provides separate notice to the Customer of the Fourth Parties it has engaged via separate written correspondence or as otherwise subsequently notified the Customer in writing from time to time.

- 2.2. On the request by the Customer, the Vendor must promptly provide the Customer with:

- (a) a list of all Fourth Parties identifying their name, and a brief description of the material services provided, or activities performed, by each Fourth Party; and
- (b) any information reasonably requested by the Customer regarding the identified Operational Risks in respect of the service provided by the Fourth Party, except where the Vendor is prevented from providing such information by applicable Law or an obligation of confidentiality.

- 2.3. The Vendor acknowledges and agrees that it will remain responsible for the performance of its obligations under the MSA and each applicable Supply Contract, and will be liable for all acts and omissions of any Fourth Party in connection with the provision of the Products or Services (including all acts and omissions of agents, representatives or contractors of the Fourth Party) as if they were the acts or omissions of the Vendor.

3. Compliance with APRA requests

- 3.1. To the extent reasonably required by the Customer in order for it to comply with a requirement or direction by APRA, the Vendor will:

- (a) allow APRA access to documentation, data and any other information the Vendor holds relating to the provision of the Services to the extent required in connection with CPS 230; and
- (b) permit APRA to conduct on-site visits at the Vendor's premises strictly for the purposes of assessing the Vendor's performance of the Services insofar as they relate to CPS 230 requirements.

- 3.2. Where possible and not in contravention of any directions by APRA, the Customer will notify the Vendor immediately upon learning that APRA intends to exercise its rights under clause 3.1.

- 3.3. The Vendor will provide APRA with reasonable cooperation in connection with such an audit and agrees that it will not do or omit to do anything in relation to the MSA or applicable Supply Contract which would impede APRA in fulfilling its duties as a prudential regulator.

4. APRA-initiated changes

- 4.1. The Vendor will act in good faith in negotiating amendments to the MSA or applicable Supply Contract where such amendments are required for the Customer to comply with a legally binding direction by APRA under paragraph 57 of CPS 230 and those amendments are commercially reasonable. The Customer acknowledges that such amendments may impact the pricing of the Products or Services in which case the relevant fee arrangements under the MSA or applicable Supply Contract will also be amended to reflect the additional costs or expenses likely to be incurred by the Vendor. In

the event the parties are unable to agree to the scope or extent of any required amendments to the MSA or applicable Supply Contract under this clause, the MSA and applicable Supply Contract will continue to apply in its current form.

5. Risk Management

- 5.1. The Vendor must design (if not in existence as at the date of this Addendum) and implement and embed internal controls designed to mitigate against Operational Risks which may be reasonably expected to arise in connection with the provision of the Services.
- 5.2. The Vendor must, upon receipt of a reasonable written request from the Customer, assist the Customer in identifying the relevant Operational Risks that could affect the Vendor's ability to provide the Services under the MSA or the applicable Supply Contract on an ongoing basis (provided that noting in this clause will require the Vendor to disclose Confidential Information to the Customer). To the extent the Customer's request results in a material increase in costs for the Vendor, the Vendor may invoice the Customer for its reasonable costs and expenses in providing that assistance.

6. Information Security Controls

- 6.1. The Vendor must implement and maintain Information Security Controls in relation to the Services designed to:
 - (a) protect the Information Assets; and
 - (b) detect and respond to Information Security Incidents.
- 6.2. The Customer may, during the Term, view the Vendor's latest certifications at [insert link].
- 6.3. Where the Customer reasonably requires additional information to verify the Vendor's compliance with clause 6.1 (in addition to viewing the Vendor's latest certifications), the Customer may issue the Vendor with a security questionnaire to complete. The Vendor will promptly respond to such questionnaire provided the requests are reasonable and does not require the Vendor to provide any Confidential Information (including in relation to the design and operating effectiveness of the Information Security Controls). The Customer may only make a request under this clause 6.3 no more than once every 12 months.

7. Operational Risk and Information Security Notification

- 7.1. The Vendor must notify the Customer promptly, and not later than 72 hours, after becoming aware of:
 - (a) an Operational Risk incident that it determines to be likely to have a material financial impact or a material impact on its ability to maintain its critical operations in relation to the Services;
 - (b) an Information Security Incident that, in its reasonable opinion, materially affected, or had the potential to materially affect, financially or non-financially, the Customer; or
 - (c) an Information Security Incident that has been notified to other regulators, either in Australia or other jurisdictions, relating to the Services.
- 7.2. The Vendor must notify the Customer promptly, and not later than 10 business days, after it becomes aware of a material C:\Users\grace.limlengco\OneDrive - Spirit Technology Solutions\Marketing - Projects\226648 - Infotrust 2024 Branding\Terms and Conditions Dec 2025When providing a notification under this clause, the Vendor will provide reasonable information regarding the incident including, where known, a description of the nature of the relevant Operational Risk incident or disruption, and any action taken by the Vendor to investigate or remediate the relevant Operational Risk incident or disruption.

8. Security of Critical Infrastructure

- 8.1. The Customer must notify the Vendor in writing if it has assets which are critical infrastructure assets governed by the SOCI Act.
- 8.2. Where the Customer has provided a written notice under clause 9.1, the Vendor agrees to comply with any reasonable direction of the Customer where such direction is required by Law or associated directions or orders of a regulatory authority.