

# InfoTrack Connect Agreement

## Currency

This Version 2 of the InfoTrack Connect Agreement is current from 8 October 2024. © 2024 InfoTrack Pty Limited.

## Our Agreement

This InfoTrack Connect Agreement contains the terms and conditions that govern Connect Partner's access to and use of InfoTrack Connect for the distribution of its products and is made between InfoTrack (**InfoTrack**) and you or the entity you represent (**Connect Partner**), comprising the following parts:

- (a) the General Terms set out in Section 1 of this InfoTrack Connect Agreement; and
- (b) the terms of the Order Form entered into between the Parties,

(together, this **Agreement**). If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency.

This Agreement will commence on the earlier of:

- (a) when Connect Partner clicks an "I Accept" button or check box presented together with hyperlink to the General Terms; or
  - (b) when the Parties execute an Order Form which incorporates the General Terms,
- (**Commencement Date**) and will continue until it expires or is terminated.

Connect Partner represents to InfoTrack that Connect Partner is lawfully able to enter into this Agreement and has legal authority to bind the organisation or entity it represents.

## Country-specific Terms

Country-specific terms and amendments to the General Terms of this Agreement are listed in the table in Schedule 1 and will apply to Connect Partner's access to and use of InfoTrack Connect. The Parties to this Agreement are listed in the Order Form. The applicable Country-specific terms are determined by reference to the contracting InfoTrack entity as specified in the Order Form.

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## SECTION 1 GENERAL TERMS

### 1. ON-BOARDING OF CONNECT PRODUCTS

- 1.1 **Role of InfoTrack:** Subject to the terms of this Agreement, InfoTrack will provide to Connect Partner access to InfoTrack Connect and/or the InfoTrack APIs in order for Connect Partner to offer Connect Products for purchase by Customers.
- 1.2 **Connect Partner Application:** If Connect Partner wishes for its products or services to be sold on InfoTrack Connect, it must send a Connect Partner Application to InfoTrack setting out the details required in the application form for Connect Partner Applications and incorporating any Connect Partner Terms that Connect Partner wishes to apply to its products or services.
- 1.3 **Response to Connect Partner Applications:** Following its receipt of a Connect Partner Application, InfoTrack may:
- (a) notify Connect Partner that InfoTrack accepts the Connect Partner Application, in which case clause 1.4 will apply;
  - (b) notify Connect Partner that InfoTrack requires further information in order to assess whether to accept the Connect Partner Application, in which case Connect Partner must provide the required further information to InfoTrack within 5 Business Days otherwise the Connect Partner Application will be deemed to have been rejected by InfoTrack;
  - (c) notify Connect Partner that InfoTrack will accept the Connect Partner Application if Connect Partner makes adjustments to the Connect Partner Application; or
  - (d) notify Connect Partner that InfoTrack rejects the Connect Partner Application in whole or in part.
- 1.4 **Acceptance of Connect Partner Application:** Within 5 Business Days after InfoTrack accepts a Connect Partner Application:
- (a) InfoTrack will provide access to InfoTrack Connect and/or the InfoTrack APIs (where applicable) to Connect Partner if it has not already done so;
  - (b) Connect Partner will provide access to the Connect Partner API (where applicable) to InfoTrack if it has not already done so; and
  - (c) the Parties will proceed to implement the APIs (where applicable) in accordance with clause 7.
- 1.5 **Uploading Connect Products:** Subject to the implementation of the APIs (where applicable), the products or services detailed in an accepted Connect Partner Application will be Connect Products that may be offered to Customers on InfoTrack Connect, and Connect Partner must:
- (a) create point of sale forms within InfoTrack Connect using the InfoTrack Connect 'form builder';
  - (b) where applicable, either:
    - (i) upload to InfoTrack Connect files containing or a link to the relevant Connect Products;
    - (ii) complete the integration with the InfoTrack APIs so the relevant Connect Products are available via the Connect Partner APIs;in the format specified by InfoTrack;
  - (c) do all other things necessary or directed by InfoTrack to:
    - (i) fulfil orders made by Customer either via the InfoTrack APIs or InfoTrack Connect; and
    - (ii) enable Customers to order and receive the relevant Connect Products from InfoTrack via InfoTrack Connect.

### 2. ACCESS TO INFOTRACK CONNECT

- 2.1 **Grant of Licence:** Subject to the restrictions set out in this clause 2, InfoTrack grants to Connect Partner a non-exclusive, non-sublicensable, non-transferable, revocable licence for Connect Partner (through Connect Partner's Permitted Users) to access and use InfoTrack Connect solely for the purpose of making Connect Products available for purchase by Customers in accordance with the terms of this Agreement (**Permitted Purpose**).
- 2.2 **InfoTrack API Licence:** In addition to the licence granted in clause 2.1 and subject to clauses 2 and 7, during the Term, InfoTrack grants to Connect Partner a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use the InfoTrack API solely for the limited purposes of:
- (a) configuring the Connect Partner API to make API Calls to the InfoTrack API for the purposes of enabling Customers to search for, order and access Connect Products from InfoTrack Connect; and
  - (b) with respect to the InfoTrack test environment, testing and non-production use of the Connect Partner API in conjunction with the InfoTrack API.
- 2.3 **Duration of Licence:** Unless expressly stated otherwise in an accepted Connect Partner Application, the licence granted by Connect Partner to InfoTrack under clauses 2.1 and 2.2 will immediately come to an end upon the first to occur of:
- (a) the expiry date specified in the Connect Partner Application; and
  - (b) the expiry or termination of this Agreement.
- 2.4 **User Credentials:** InfoTrack will provide User Credentials to Connect Partner to allow access to InfoTrack Connect and/or the InfoTrack APIs (as applicable).
- 2.5 **Permitted Users:** Connect Partner agrees that:
- (a) it must restrict its access to the InfoTrack APIs and InfoTrack Connect to Connect Partner's Permitted Users; and
  - (b) Connect Partner is responsible and remains fully liable for the acts and omissions of Connect Partner's Permitted Users.
- 2.6 **Licence Restrictions:** Except as expressly permitted under this Agreement, Connect Partner must ensure that neither Connect Partner nor Connect Partner's Permitted Users will (nor attempt to):
- (a) **Permitted Purpose:** use the InfoTrack APIs and InfoTrack Connect (as applicable) for any purposes other than the Permitted Purpose;
  - (b) **No Third Party Benefit:** use InfoTrack Connect or InfoTrack APIs on behalf of or for the benefit of any third party;

- (c) **User Credentials:** share any User Credentials or otherwise enable unlawful access to InfoTrack Connector InfoTrack APIs by any other person (whether simultaneously or independent of Connect Partner);
- (d) **Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in InfoTrack Connect or InfoTrack APIs;
- (e) **Trade Marks:** adversely affect or jeopardise the rights of InfoTrack to register any unregistered trade marks, whether or not an application for registration has been made;
- (f) **Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the InfoTrack Environment or InfoTrack Materials or otherwise interfere with the ability of any other user to use InfoTrack Connect or InfoTrack APIs;
- (g) **Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the InfoTrack Environment or InfoTrack Materials for any purpose, including setting up or adding to a database;
- (h) **Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any software programs or any part of the InfoTrack Environment or InfoTrack Materials;
- (i) **No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the InfoTrack Materials to any person;
- (j) **Copyright:** copy, reproduce, publish, disclose, distribute, alter, modify or adapt the InfoTrack Materials or create a derivative work by combining the InfoTrack Materials (in whole or in part) with other materials to create a new work;
- (k) **Off-shore Disclosure:** transfer, store, disclose or make available the InfoTrack Materials outside of the Territory; or
- (l) **Misuse:** use InfoTrack Connect or InfoTrack Materials in any way that would or may:
  - (i) constitute a misuse of any person's Confidential Information or Personal Information or infringe upon any person's rights (including Intellectual Property Rights and Moral Rights);
  - (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes; or
  - (iii) damage the reputation or goodwill of InfoTrack or otherwise be misleading, deceptive or defamatory.

### 3. LICENCE OF CONNECT PRODUCTS

- 3.1 **Access:** Connect Partner must:
- (a) provide access to Connect Products to Customers via InfoTrack Connect or InfoTrack APIs (as applicable) and promptly deliver Connect Products as ordered by Customers during the Term in the form and format agreed between the Parties; and
  - (b) provide any Connect Partner Terms applicable to the Connect Products (to be accepted by Customers at the point of sale); and
  - (c) where applicable, within 5 Business Days after the first time InfoTrack accepts a Connect Partner Application, provide the Connect Partner API to InfoTrack for InfoTrack to use it as contemplated in clause 7.
- 3.2 **Grant of Licence:** Subject to the restrictions set out in this clause 3, Connect Partner grants to InfoTrack a non-exclusive, non-transferable, revocable licence for InfoTrack (through InfoTrack's Permitted Users):
- (a) to use and exercise the Intellectual Property Rights in the Connect Products and Connect Partner Terms; and
  - (b) to access and use the Connect Partner API,
- for the purposes of marketing and promoting the Connect Products, hosting the Connect Products and Connect Partner Terms on InfoTrack Connect and delivering the Connect Products to Customers and for any other purposes expressly permitted in this Agreement.
- 3.3 **Connect Partner API Licence:** Without limiting the licence granted in clause 3.2(b) and subject to clause 7, during the Term, Connect Partner grants to InfoTrack a limited licence to access and use the Connect Partner API solely for the limited purposes of:
- (a) configuring the InfoTrack API to make API Calls to the Connect Partner API for the purposes of enabling Permitted Users to search for, order and access Connect Products from InfoTrack Connect; and
  - (b) with respect to Connect Partner test environment, testing and non-production use of the InfoTrack API in conjunction with Connect Partner API.
- 3.4 **Included Rights:** The rights granted in clause 3.2 permit InfoTrack to:
- (a) **White-labelling:** apply its own branding, trade marks and 'look and feel' to Connect Products (**Branded Connect Products**);
  - (b) **Bundling:** combine Connect Products with InfoTrack Materials as a composite or bundled product offering (**Bundled Connect Products**),
- and deal with such Branded Connect Products and Bundled Connect Products in the same manner as Connect Products.
- 3.5 **Sublicensing:** InfoTrack may sublicense the rights granted in clauses 3.1, 3.2 and 3.3 for the purpose of enabling:
- (a) Customers to order and use Connect Products via InfoTrack Connect; and
  - (b) third parties to perform services for InfoTrack.
- 3.6 **Duration of Licence:** Unless expressly stated otherwise in an accepted Connect Partner Application, the licence granted by Connect Partner to InfoTrack under clauses 3.2 and 3.3 will immediately come to an end upon the first to occur of:
- (a) the expiry date specified in the Connect Partner Application; and
  - (b) the expiry or termination of this Agreement.
- 3.7 **User Credentials:** Connect Partner will provide User Credentials to InfoTrack to allow access to the Connect Partner APIs.
- 3.8 **Permitted Users:** InfoTrack agrees that:
- (a) it must restrict access to any Connect Partner API to InfoTrack's Permitted Users;
  - (b) it must restrict access to the Connect Products solely to InfoTrack's Permitted Users and Customers; and
  - (c) InfoTrack is responsible and remains fully liable for the acts and omissions of InfoTrack's Permitted Users.

- 3.9 **Licence Restrictions:** Except as expressly permitted under this Agreement, InfoTrack must, and must ensure that none of InfoTrack's Permitted Users, and must use reasonable endeavours to ensure that none of the Customers, will (nor attempt to):
- (a) **Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in any Connect Products or Connect Partner Materials;
  - (b) **Trade Marks:** adversely affect or jeopardise the rights of Connect Partner to register any unregistered trade marks, whether or not an application for registration has been made;
  - (c) **Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the Connect Partner Environment or Connect Partner Materials or otherwise interfere with the ability of any other user to use the Connect Partner Environment;
  - (d) **Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) Connect Partner Materials for any purpose, including setting up or adding to a database;
  - (e) **Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any part of the Connect Partner Environment or Connect Partner Materials;
  - (f) **No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in Connect Partner Materials to any person;
  - (g) **Copyright:** copy, reproduce, publish, disclose, distribute, alter, modify or adapt Connect Partner Materials or create a derivative work by combining Connect Partner Materials (in whole or in part) with other materials to create a new work;
  - (h) **Off-shore Disclosure:** transfer, store, disclose or make available Connect Products outside of the Territory; and
  - (i) **Misuse:** use Connect Partner Materials or Connect Partner Systems in any way that would or may:
    - (i) constitute a misuse of any person's Confidential Information or Personal Information or infringe upon any person's rights (including Intellectual Property Rights and Moral Rights);
    - (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes; or
    - (iii) damage the reputation or goodwill of Connect Partner or otherwise be misleading, deceptive or defamatory.
- 3.10 **User Credentials:** Connect Partner acknowledges and agrees that:
- (a) InfoTrack may update the User Credentials from time to time in accordance with its security measures, protocols and procedures to protect the security or integrity of InfoTrack Connect and InfoTrack Environment;
  - (b) Connect Partner must (and must ensure that each of Connect Partner's Permitted Users):
    - (i) take all steps necessary to protect the User Credentials from theft, loss, fraudulent or unauthorised use and keep the User Credentials confidential in accordance with clause 20;
    - (ii) ensure that the User Credentials are not disclosed to or used by any person other than an authorised Connect Partner's Permitted User (**Unauthorised Person**);
    - (iii) not authorise or enable any Unauthorised Person to use the User Credentials to access InfoTrack Connect or InfoTrack Environment generally; and
    - (iv) promptly notify InfoTrack if Connect Partner becomes aware, or has reason to suspect, that any of the User Credentials have been disclosed to, or used by, an Unauthorised Person.
  - (c) Connect Partner is solely responsible for all use of the User Credentials by Connect Partner's Permitted Users and any Unauthorised Person (including all Connect Products supplied using the User Credentials);
  - (d) Connect Partner is solely responsible for ensuring access to and use of the User Credentials is restricted to Connect Partner's Permitted Users; and
  - (e) InfoTrack will not be liable to any person for any Loss, Claim or other liability that may arise from the authorised, unauthorised or fraudulent use of the User Credentials.

## 4. PROVISION OF CONNECT PRODUCTS

- 4.1 **Connect Partner Obligations:** Connect Partner must deliver Connect Products:
- (a) in a professional, competent, timely and responsible manner;
  - (b) in compliance with the terms of this Agreement; and
  - (c) in compliance with all applicable Laws.
- 4.2 **Affiliates:** InfoTrack acknowledges and agrees that Connect Products may be provided by any Connect Partner Affiliate, provided that Connect Partner remains solely responsible for the provision of Connect Products and all necessary access to the Connect Partner Systems in accordance with this Agreement. For the purposes of this clause, any references to Connect Partner in this Agreement are read as references to Connect Partner and any relevant Connect Partner Affiliate.
- 4.3 **Connect Partner Acknowledgements & Obligations:** Connect Partner acknowledges and agrees:
- (a) Connect Partner must provide InfoTrack with any Connect Partner Data and sufficient written instructions as reasonably required to enable InfoTrack to provide Connect Products on InfoTrack Connect; and
  - (b) InfoTrack is entitled to rely on the accuracy and completeness of Connect Partner Data and Connect Products as provided by Connect Partner and has no obligation to verify the accuracy or completeness of Connect Partner Data or Connect Products.
- 4.4 **Exclusion of liability:** InfoTrack is not liable for any failure to provide InfoTrack Connect to the extent that such failure is due to Connect Partner's failure to fulfil any of Connect Partner's obligations under this Agreement, including those in clause 4.4.

## 5. SUPPLY TO CUSTOMERS

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- 5.1 Connect Partner acknowledges and agrees that InfoTrack has no obligation to licence, sell or promote the Connect Products on InfoTrack Connect and InfoTrack reserves the right to cease making the Connect Products available to Customers via InfoTrack Connect at any time in InfoTrack's sole discretion.
- 5.2 InfoTrack must use reasonable endeavours to procure acceptance of any Connect Partner Terms applicable to Connect Products from all Customers who order or use such Connect Products via InfoTrack Connect.
- 5.3 If Connect Partner provides any Connect Partner Terms upon which it wishes to rely in connection with the licensing of the Connect Products to Customers:
- (a) InfoTrack is entitled to rely on the Connect Partner Terms and has no obligation to review or provide legal advice in respect of the Connect Partner Terms;
  - (b) the Connect Partner Terms will apply to the Connect Products only and in addition to the Customer Terms; and
  - (c) if there is any inconsistency between the Customer Terms or Connect Partner Terms, then the following order of interpretation will prevail to the extent of the inconsistency:
    - (i) the Connect Partner Terms, except to the extent any of the terms and conditions in the Connect Partner Terms are unfair contract terms under applicable Consumer Laws or otherwise illegal, unenforceable or invalid; and
    - (ii) the Customer Terms.
- 5.4 If no Connect Partner Terms are provided, then only the Customer Terms will apply to the provision of Connect Products via InfoTrack Connect.
- 5.5 Connect Partner shall supply InfoTrack at Connect Partner's own expense any sales literature and other documentation and information (in digital or hard copy format) and any technical, market and other support that InfoTrack may from time to time reasonably require for the purposes of promoting and selling the Connect Products and to enable it properly and efficiently to discharge its duties under this Agreement.
- 5.6 Connect Partner acknowledges and agrees that InfoTrack can create any promotional material, marketing, sales and technical documentation created by InfoTrack relating to the sub-licence of any Connect Products to any Customer (including any promotional material on a website or in any electronic marketing). InfoTrack will provide a copy to Connect Partner for its review.
- 5.7 Connect Partner shall deal promptly and efficiently with any complaint, dispute or post-supply enquiry relating to Connect Products raised by a Customer in the Territory.
- 5.8 InfoTrack agrees to inform Connect Partner in writing promptly InfoTrack has knowledge of the existence of any circumstances or events which may suggest that any person has any unauthorised access to or use of Connect Products.
- 5.9 Unless otherwise agreed with Connect Partner, InfoTrack must:
- (a) only provide Connect Products to a single Customer on a one-to-one basis;
  - (b) except as provided under clause 3.3, only provide Connect Products in its their original form as provided by Connect Partner or as modified or adapted as approved by Connect Partner (not to be unreasonably withheld);
  - (c) not re-supply or re-deliver a Connect Partner Product supplied to one Customer to another Customer.
- 5.10 Neither Party will make any representations or give any warranties about the other party or the other party's products (including Connect Products) unless expressly authorised by the other party to do so and neither party has any right or power to (nor will they purport to) grant any rights or create any liabilities or obligations on behalf of the other party.

## 6. AGENCY APPOINTMENT

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- 6.1 Connect Partner acknowledges and agrees that for each order for Connect Products submitted by a Customer and remitted to Connect Partner:
- (a) a separate contract is formed between Connect Partner and the applicable Customer comprising the Connect Partner Terms, the Customer Terms and the order (as applicable) (each, a **Contract**);
  - (b) Connect Partner's legal rights and remedies for any loss or damage suffered by Connect Partner in connection with the Customer's use of the Connect Products are against the Customer and are not against InfoTrack except to the extent such loss or damage cannot be excluded by Law or is directly caused by InfoTrack's breach of this Agreement or InfoTrack's negligent, wilful, criminal or fraudulent act or omission;
- 6.2 Connect Partner appoints InfoTrack as its non-exclusive agent to act on Connect Partner's behalf for the purposes of:
- (a) negotiating and entering into a Contract with the Customer for the sale of Connect Products for the benefit of the Connect Partner and InfoTrack;
  - (b) submitting orders for Connect Products to Connect Partner via InfoTrack Connect;
  - (c) delivering the Connect Products to Customers as supplied by Connect Partner via the InfoTrack Connect;
  - (d) issuing Tax Invoices to Customers on behalf of Connect Partner relating to the supply of the Connect Products;
  - (e) collecting payment from Customers for the supply of Connect Products on Connect Partner's behalf, held on trust for Connect Partner's benefit.
- 6.3 Connect Partner acknowledge and agree that:
- (a) InfoTrack may charge Connect Partner a service fee for acting as its broker and agent;
  - (b) InfoTrack may charge the Customer a service fee for acting as it's broker and agent; and
  - (c) Connect Partner authorises InfoTrack, as Connect Partner's agent, to do everything reasonably necessary for it to carry out its obligations under this Agreement in accordance with Connect Partner's lawful instructions.

## 7. API TERMS

- 7.1 **Application:** The following terms apply where Connect Partner is integrating to InfoTrack Connect via APIs.
- 7.2 **Integration Plan:** The Parties may agree upon an Integration Plan, which may include:
- the InfoTrack APIs and API Calls permitted to be used and accessed by Connect Partner;
  - Connect Partner APIs and API Calls permitted to be used and accessed by InfoTrack; and
  - any Call Limits, including maximum number or frequency of API Calls to be made through the InfoTrack API and Connect Partner API.
- 7.3 **Variations:** Any material variations or changes to the Integration Plan must be agreed to in writing and incorporated into a revised Integration Plan to be agreed in writing by the Parties prior to the variations taking effect.
- 7.4 **API Obligations:** Connect Partner must implement, enable and comply with functionality and requirements for the InfoTrack API as specified in the Integration Plan, including to:
- enable any required functionalities;
  - ensure all prohibited functionalities are disabled;
  - (where appropriate) enable any relevant permitted functionalities; and
  - comply with any Call Limits.
- 7.5 **Suspension:** Each Party may, acting reasonably, suspend the other Party's access to the APIs or impose restrictions or limitations on the number and frequency of API Calls to the relevant APIs where:
- the Call Limits are exceeded for the relevant period;
  - the number or frequency of those API Calls nears or may exceed the capacity of the relevant APIs (as determined by the first Party);
  - the first Party considers it reasonably necessary for the security of its APIs (including to ensure the continued viability of the APIs); or
  - there is any event of degradation or instability in the first Party's APIs or its Systems.
- 7.6 **Responsibilities:** Each Party will be responsible for:
- obtaining access to the other Party's APIs (including any and all associated costs, such as internet service provider fees, telecommunications fees, and the cost of any and all required equipment, including Development tools, hardware, software and other technology);
  - ensuring its systems, processes or technologies with respect to gaining access to and use of the other Party's APIs will be fully compliant with appropriate industry practices with respect to systems and data security; and
  - covering any and all costs associated with work, Development, service or general maintenance required to interact its own APIs with the other Party's APIs.

## 8. SERVICE VARIATIONS

- 8.1 **Reservation of Rights:** Subject to clauses 8.2, 8.3 and 8.6, InfoTrack reserves the right to, at any time during the Term:
- modify the method of supply and delivery of, or access to, Connect Products via InfoTrack Connect;
  - direct Connect Partner to implement and use the most recent version of the InfoTrack APIs or InfoTrack Connect, upon InfoTrack making those versions available to Connect Partner in a manner to be notified by InfoTrack to Connect Partner;
  - suspend or otherwise deactivate Connect Partner's, and each of the relevant Connect Partner's Permitted Users', access to InfoTrack Connect, where there is an actual or suspected systems or security concern associated with the continued access by those users;
  - make temporarily unavailable or otherwise suspend access to the InfoTrack APIs or InfoTrack Connect where reasonably necessary for:
    - scheduled or emergency maintenance;
    - system updates;
    - other upgrades; or
    - any other changes to InfoTrack Connect or InfoTrack Environment; and
  - gather analytics in relation to any and all activity on InfoTrack Connect and the use of Connect Products for internal purposes (subject to clause 20), including for purposes such as billing, gauging interest and identifying usage patterns.
- 8.2 **Service Variations (InfoTrack):** InfoTrack reserves the right, at any time during the Term, to change or discontinue any feature or functionality of InfoTrack Connect for any reason and at any time, including where:
- required by Law;
  - reasonably necessary (in InfoTrack's opinion) to avoid, defend or resolve any third party Claim;
  - a relevant third party arrangement on which the provision of InfoTrack Connect or InfoTrack Environment relies expires or is terminated during the Term; or
- and where this occurs, Connect Partner:
- may, acting reasonably, elect to continue to provide the affected Connect Partner System or Connect Products by any other means it sees fit;
  - must use commercially reasonable endeavours to continue to provide any affected Connect Partner System or Connect Products to InfoTrack (irrespective of what may previously have been provided to InfoTrack); and
  - may terminate any relevant licences relating to the affected Connect Partner Systems or Connect Products by providing reasonable Notice to InfoTrack.



- 8.3 **Service Variations (Connect Partner):** Connect Partner reserves the right, at any time during the Term, to change or discontinue any feature or functionality of Connect Products for any reason and at any time, including where:
- (a) required by Law;
  - (b) reasonably necessary (in Connect Partner's opinion) to avoid, defend or resolve any third party Claim;
  - (c) required from time to time by the Third Party Supplier;
  - (d) a relevant third party arrangement on which the provision of Connect Partner APIs or Connect Products relies expires or is terminated during the Term; or  
and where this occurs, Connect Partner:
  - (e) may, acting reasonably, elect to continue to provide the affected Connect Partner System or Connect Products by any other means it sees fit, including through another Third Party Supplier;
  - (f) must use commercially reasonable endeavours to continue to provide any affected Connect Partner System or Connect Products to InfoTrack (irrespective of what may previously have been provided to InfoTrack); and
  - (g) may terminate any relevant licences relating to the affected Connect Partner Systems or Connect Products by providing reasonable Notice to InfoTrack.
- 8.4 **New version of Connect Products:** Connect Partner must not change, amend or release new versions of an approved Connect Partner Product without first seeking approval from InfoTrack (which must not be unreasonably withheld). InfoTrack reserves the right to delay or refuse the implementation of new versions of a Connect Partner Product where such new versions require changes or technical updates to be made by InfoTrack including within InfoTrack Connect or InfoTrack APIs.
- 8.5 **Notice of Change:** InfoTrack will notify Connect Partner before exercising its rights under clauses 8.1(a) to 8.1(d) or 8.2, and Connect Partner will notify InfoTrack before exercising its rights under clauses 8.3 or 8.4. Each party will notify the other party in advance of any such changes at the earliest practical opportunity, except where it is not reasonably possible for InfoTrack to do so (including in the case of emergencies or where the security of the InfoTrack Environment may be at risk).
- 8.6 **Termination:** Where either party exercises its rights under clauses 8.1(a) to 8.1(d) or 8.2 (in the case of InfoTrack), or clauses 8.3 or 8.4 (in the case of Connect Partner), the party which provided notice under clause 8.5 may terminate this Agreement immediately by notice in writing to the other Party within 60 days of receiving notice of the change under clause 8.5.

## 9. CONNECT PARTNER DATA

- 9.1 **Connect Partner Data:** Connect Partner will provide Connect Partner Data to the extent reasonably required to enable the InfoTrack to host Connect Products via InfoTrack Connect.
- 9.2 **Licence to Use Connect Partner Data:** Connect Partner grants InfoTrack a non-exclusive, non-sublicensable (except as provided under clause 9.3) licence to use Connect Partner Data during the Term for the Permitted Purpose. InfoTrack must not use Connect Partner Data for any other purpose without Connect Partner's prior written consent.
- 9.3 **Sublicence:** Connect Partner consents to and agrees that InfoTrack may sub-license and disclose Connect Partner Data to Customers, Third Party Suppliers and subcontractors during the Term for the Permitted Purpose.

## 10. FEES AND INVOICES

- 10.1 **Invoicing Customers:** Unless otherwise specified in an Order Form, InfoTrack will invoice Customers and collect payment directly from Customers with respect to Connect Products ordered by Customers and delivered through InfoTrack Connect.
- 10.2 **RCTI:** Unless otherwise specified in an Order Form, within 30 days after the end of each month during the term of the Agreement, InfoTrack will remit payment for and issue the Connect Partner with a Recipient Created Tax Invoice (**RCTI**) for the Product Fees in respect of any Connect Products ordered by Customers and delivered through InfoTrack Connect during the previous month, less any applicable Commission Fees payable to InfoTrack.
- 10.3 **Connect Partner Invoice:** Unless otherwise specified in an Order Form:
- (a) Connect Partner must issue to InfoTrack a Tax Invoice that complies with the Tax Law for Connect Products ordered by Customers and delivered through InfoTrack Connect in the previous month amounting to the Product Fees less any applicable Commission Fees.
  - (b) Payment of any Tax Invoice issued by Connect Partner to InfoTrack will fall due 30 days after the date of issue of the relevant Tax Invoice.
- 10.4 **Acknowledgement:** The Connect Partner acknowledges and agrees that InfoTrack:
- (a) is free to determine the retail price for which it licenses the Connect Products to Customers under this Agreement; and
  - (b) may withhold payment of any Product Fees which it disputes in good faith but must pay to Connect Partner all undisputed Product Fees in accordance with the terms of this Agreement.
- 10.5 **Product Fee review:** Unless otherwise specified in an Order Form, Connect Partner may increase the Product Fees no more frequently than once annually with effect on 1 July each year by providing InfoTrack with at least 30 days advanced written notice of the proposed Product Fee adjustment.
- 10.6 **Termination:** If InfoTrack objects to any increase to Product Fees notified by Connect Partner under clause 10.5, InfoTrack may elect to terminate this Agreement immediately at any time within 60 days of receiving notice of the Product Fee increase by providing notice in writing to Connect Partner.

## 11. TAXES

- 11.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.
- 11.2 Subject to prior receipt of a valid Tax Invoice, InfoTrack agree to pay Tax on any Taxable Supply made to it under this Agreement, at the same time and in the same way as it is required to make payment of the applicable Fees for the Taxable Supply.
- 11.3 If an adjustment event occurs in relation to a Taxable Supply made under or in connection with this Agreement, the amount of Tax will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

- 11.4 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it must be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability.

## 12. WARRANTIES, ACKNOWLEDGEMENTS AND EXCLUSIONS

- 12.1 **Mutual Warranties:** Each Party represents and warrants to the other on a continuing basis that:
- it has full corporate power and authority to enter into and give effect to this document and to complete any and all transactions contemplated by this Agreement;
  - it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
  - at the date of this Agreement, the execution, delivery and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it;
  - on execution of this Agreement, its obligations under this Agreement will be valid, binding and enforceable on it; and
  - it is lawfully able to grant any relevant licences to the other Party as provided for under this Agreement.
- 12.2 **Connect Partner Warranties:** Further to the mutual warranties set out in clause 12.1, Connect Partner warrants that:
- it will not knowingly introduce any errors, faults or other imperfections to InfoTrack Connect or Connect Products;
  - it has the necessary consents or waivers for the upload of Connect Products onto InfoTrack Connect;
  - as far as it is aware, any Connect Products it uploads onto InfoTrack Connect is factually correct, truthful and is not misleading or deceptive or likely to mislead and deceive;
  - any use of Connect Partner Data or Connect Products by InfoTrack or the Customers does not and will not infringe any rights of a third person (including any Intellectual Property Rights (including but not limited to trade mark, copyright, or Moral Rights)); and
  - it will, and will ensure that Connect Partner's Permitted Users, comply with all Laws.

## 13. INDEMNITIES

- 13.1 **Mutual indemnities:** Subject to clause 14, each Party (**Indemnifying Party**) must indemnify and keep indemnified the other Party from and against any Losses (including any reasonable legal costs) reasonably incurred or suffered by the other Party arising directly from any third party Claims in respect of:
- any infringement by the Indemnifying Party or its Representatives upon any person's Intellectual Property Rights, or misuse of any person's Confidential Information or Personal Information in connection with this Agreement;
  - any breach of clause 1919 (Intellectual Property Rights) or clause 21 21(Privacy) by the Indemnifying Party or its Representatives;
  - any wilful, criminal or fraudulent act or omission of the Indemnifying Party or its Representatives in breach of this Agreement; or
  - any personal injury or death or property damage caused by the acts or omissions of the Indemnifying Party or its Representatives in connection with this Agreement.
- 13.2 **Connect Partner indemnities:** Subject to clause 14, Connect Partner must indemnify and keep indemnified InfoTrack from and against any Losses (including any reasonable legal costs) reasonably incurred or suffered by InfoTrack arising directly from any third party Claims in respect of:
- the terms and conditions of the Connect Partner Terms to the extent any of the terms and conditions in the Connect Partner Terms may be unfair contract terms under applicable Consumer Laws or otherwise illegal, unenforceable or invalid; or
  - any liabilities which InfoTrack may incur as agent for Connect Partner;
  - any breach of the Connect Partner Terms by Connect Partner.
- 13.3 **Third Party Claims:** Where the Claim being indemnified against is a Claim made by a third party against Connect Partner:
- InfoTrack reserves the right to defend a Claim (or any Losses claimed, as may be applicable); and
  - where InfoTrack exercises this right, Connect Partner warrants and agrees that it will:
    - give InfoTrack sole control of the defence and settlement of the Claim (but InfoTrack may not settle any Claim unless it unconditionally releases Connect Partner of all liability);
    - provide all assistance reasonably requested by InfoTrack (and InfoTrack will cover Connect Partner's reasonable third party costs of doing so); and
    - take all reasonable steps to mitigate Connect Partner's Losses in respect of any such Claim.

## 14. LIMITATION OF LIABILITY

- 14.1 **Liability for supply of InfoTrack Connect or InfoTrack APIs:** If Connect Partner is a Consumer (as defined under Consumer Law), then InfoTrack's liability to Connect Partner in connection with any breach of the Consumer Guarantees is limited to the re-supply of InfoTrack Connect or InfoTrack APIs. This limitation does not apply if it is not fair and reasonable in Connect Partner's particular circumstance for InfoTrack to rely on this limitation.
- 14.2 **Liability Cap:** Except as provided under clause 14.3, and subject to clauses 14.1, 14.4, 14.5 and 14.6 and to the extent permitted by Law, each Party's maximum aggregate liability to the other Party or any other person (including any Affiliate of the Party) for all and any Claims or Losses (in aggregate) howsoever arising in connection with this Agreement (including in equity, contract, tort or negligence) whether directly or indirectly will be limited to the total amount of Fees actually paid to Connect Partner by InfoTrack under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss.
- 14.3 **Liability under Indemnities:** Subject to clauses 14.4, 14.5 and 14.6 and to the extent permitted by Law, each Party's maximum aggregate liability to the other Party or any other person (including any Affiliate of the Party) for all and any Claims or Losses suffered or incurred:



- (a) by the Connect Partners arising from: (i) the indemnities under clauses 13.1(a) and **Error! Reference source not found.**13.1(b), will be limited to \$500,000 per Claim; and
  - (b) by InfoTrack arising from the indemnities under clauses 13.1(a), 13.1(b) or 13.2 will be limited to \$5,000,000 per Claim,
  - (c) by either Party arising from: (i) the indemnities under clauses 13.1(c) or 13.1(d); (ii) the obligation to pay Fees; or (iii) any other liability which may not be limited or excluded at Law, will not be limited.
- 14.4 **Consequential Loss:** To the maximum extent permitted by Law (but excluding any event set out in clauses 13.1), neither Party will be liable to the other Party for any Consequential Loss arising out of or in connection with this Agreement.
- 14.5 **Contributory Acts:** To the extent permitted by Law, a Party's liability to the other Party in connection with this Agreement will be reduced proportionately by the extent to which the acts or omissions of the other Party or any of any of its Affiliates caused or contributed to the relevant Loss suffered or incurred by the first Party.
- 14.6 **General Exclusions:** Notwithstanding any other term of this Agreement, InfoTrack will have no liability whatsoever to Connect Partner or any of Connect Partner's Affiliates in respect of:
- (a) any acts or omissions, delay, defect, error, failure or loss of service in connection with Connect Partner System(s) or Connect Products;
  - (b) any equipment or services provided by a telecommunications organisation (including any speeds or capabilities of such equipment or services) or any requirements of the telecommunications authority; or
  - (c) a Force Majeure Event.
- 14.7 **Survival of Clause:** This clause 14 shall survive the termination of this Agreement.

## 15. SUSPENSION OF ACCESS

- 15.1 **Suspension:** InfoTrack may, by notice in writing, suspend this Agreement in whole or in part (by reference to specified Connect Products) if:
- (a) InfoTrack becomes aware of, or reasonably suspects that, Connect Partner is in breach of this Agreement;
  - (b) InfoTrack becomes aware of, or reasonably suspects that, Connect Partner are in breach of clause 22 (Data Protection and Security); or
  - (c) the relevant circumstances under clauses 16.2 or 18.2 arise.
- 15.2 **Notice:** When exercising its rights under this clause, Connect Partner will use reasonable commercial endeavours to provide as much notice as possible in the circumstances.

## 16. TERMINATION

- 16.1 **Termination for Convenience:** Either Party may terminate this Agreement by providing at least 30 days' written notice to the other Party.
- 16.2 **Termination for Material Breach:** Either Party may terminate or suspend (at its election) this Agreement at any time with immediate effect by giving Notice to the other Party where the other Party:
- (a) commits a material breach of this Agreement that cannot be remedied;
  - (b) commits a material breach of this Agreement that is capable of remedy and the Party fails to remedy that breach within ten (10) Business Days following receipt of Notice from the other Party requiring it to do so;
  - (c) commits multiple or recurring breaches of this Agreement which, in aggregate, amount to a material breach, regardless of whether or not such breaches are cured or remain uncured or are capable of being remedied;
  - (d) is the subject of or suffers an Insolvency Event;
  - (e) does anything that materially damages or is likely to materially damage the reputation or any relevant brand of the other Party.

## 17. CONSEQUENCES OF TERMINATION

- 17.1 **Obligations:** Upon termination or expiry of this Agreement for any reason:
- (a) InfoTrack must immediately cease using all relevant Connect Products and any other Connect Partner Materials in InfoTrack's possession or control;
  - (b) Connect Partner must immediately cease using all relevant InfoTrack Data and InfoTrack Materials in Connect Partner's possession or control;
  - (c) Connect Partner must immediately cease accessing or using any InfoTrack APIs and InfoTrack's Intellectual Property Rights;
  - (d) subject to clause 17.1(e), unless a request for return has been made within 30 days' of termination, each Party must promptly securely and permanently delete or destroy all Connect Partner Materials (in the case of InfoTrack), InfoTrack Materials (in the case of Connect Partner), any other materials or records in its possession or control provided to it by the other Party in connection with this Agreement or containing Confidential Information of the other Party and, if requested, certify in writing that it has complied with this clause;
  - (e) each Party may retain a copy of the following information until no longer required for the specified purpose, and in any event for a maximum period of seven (7) years from the date of termination of this Agreement (or such longer period as may be required by Law) (**Retention Period**), following which it must be permanently deleted and destroyed in accordance with this clause 17:
    - (i) any documents or other materials which the Recipient must retain to the extent required by Law or under any legally binding order or rule of any regulator or stock exchange;
    - (ii) any documents or other materials which the Recipient must retain to the extent required for accounting, corporate governance, insurance or litigation purposes; or

- (iii) any documents or materials contained in an archived backup of the respective Party's relevant software (or other server environment);

the same to be kept in accordance with each Party's respective confidentiality obligations as set out in clause 20 of this Agreement and not used for any purpose other than as permitted above.

- (f) the Recipient must not retain copies of any Confidential Information in any form, except to the extent expressly provided for in clause 17.1(e) or clause 18.

17.2 **Accrued Rights:** Termination or expiry of this Agreement will not act as a waiver of any breach or other accrued rights arising in connection with this Agreement; and will not act as a release of either Party from any accrued obligations under this Agreement.

## 18. FORCE MAJEURE

18.1 **Neither Party Liable:** Neither Party will be liable for any failure to perform or delay in performing their obligations under this Agreement if the failure or delay results from an event of Force Majeure.

18.2 **Suspension of Obligations:** To the extent that a Party's delay or inability to perform the Party's obligations is due to an event of Force Majeure, the affected obligations of that Party under this Agreement will be suspended until the passing of that Force Majeure event, subject to that Party:

- (a) promptly notifying the other Party of the Force Majeure event; and
- (b) taking all reasonable steps to minimise any disruption to, and resume the performance of, its affected obligations at the earliest opportunity.

18.3 **Fee Suspension:** If substantially all of Connect Partner's obligations under this Agreement are suspended by a Force Majeure event under clause 18.1, InfoTrack's obligation to pay Fees under this Agreement for any affected Connect Products or Connect Partner Systems shall be abated on a pro rata basis for the period of any such suspension.

## 19. INTELLECTUAL PROPERTY RIGHTS

19.1 **InfoTrack IP:** Connect Partner acknowledges and agrees that:

- (a) all rights, title and interests (including all Intellectual Property Rights) in or arising out of InfoTrack Connect, InfoTrack API, the InfoTrack Data, the InfoTrack Environment and all other InfoTrack Materials (including any Modifications to them) are owned by and will immediately and absolutely vest in InfoTrack or its Affiliates on and from creation; and
- (b) InfoTrack Connect, InfoTrack API, the InfoTrack Data, the InfoTrack Environment and all other InfoTrack Materials are made available to Connect Partner on a limited access basis, and except to the extent of any right expressly granted under this Agreement, Connect Partner does not acquire any Right, title, interest or any Intellectual Property Rights to InfoTrack Connect, InfoTrack API, the InfoTrack Data, the InfoTrack Environment or any other InfoTrack Materials through this Agreement.

19.2 **Connect Partner IP:** InfoTrack acknowledges and agrees that:

- (a) all rights, title and interests (including all Intellectual Property Rights) in or arising out of Connect Partner Materials (including any modifications made to Connect Partner Materials) are owned by and will immediately and absolutely vest in Connect Partner, its Affiliates or Third Party Suppliers on and from creation;
- (b) Connect Partner System, Documentation and Connect Products are made available to InfoTrack on a limited access basis, and except to the extent of any right expressly granted under this Agreement, InfoTrack does not acquire any Right, title, interest or any Intellectual Property Rights to Connect Partner Materials through this Agreement.

19.3 Connect Partner is responsible for obtaining and maintaining all necessary licences, permits, consents, approvals or other authorities or permissions necessary to enable InfoTrack to facilitate the provision of Connect Products to the Customers.

## 20. CONFIDENTIALITY

20.1 **Mutual obligations of confidence:** Subject to clause 20.2, where the Recipient receives Confidential Information from the Discloser under or in connection with this Agreement, the Recipient must:

- (a) keep the Confidential Information strictly confidential;
- (b) not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted under this Agreement;
- (c) not disclose Confidential Information to any person other than as expressly permitted under this Agreement;
- (d) ensure that the Recipient's Representatives and Affiliates strictly observe all of the Recipient's obligations as set out in this Agreement as if those obligations were imposed on the relevant Representative or Affiliate directly; and
- (e) establish and maintain effective security measures to safeguard the Confidential Information in the Recipient's possession or control (including Confidential Information in the possession or control of any of its Representatives or Affiliates) from unauthorised access, use, copying or disclosure.

20.2 **Permitted use and disclosure:** Notwithstanding clause 20.1, and subject to clause 20.3 the Recipient may disclose Confidential Information to:

- (a) its Representatives, limited to the extent necessary to perform the Recipient's obligations or exercise its rights under this Agreement;
- (b) to its professional advisors, to obtain legal or other professional advice in relation to matters arising under or in connection with this Agreement;
- (c) the extent required to comply with any Law, binding directive of a Regulator or a court order;
- (d) to the extent required to do so in connection with legal proceedings relating to this Agreement; or
- (e) as otherwise agreed in writing by the Parties.

20.3 **Conditions of Disclosure:** Before using or disclosing the Confidential Information under clause 20.2, the Recipient must:

- (a) notify the Discloser promptly upon becoming aware that a disclosure may be required under clauses 20.2(c) or 20.2(d);
- (b) limit the disclosure of any Confidential Information permitted under clause 20.2 solely to the extent strictly necessary to satisfy the purpose of the disclosure; and
- (c) without limiting any other obligations under this Agreement, take all reasonable and lawful steps to preserve the confidentiality of the Confidential Information and, to the extent possible, ensure that any Confidential Information disclosed under clause 20.2 is subject to obligations of confidentiality in accordance with the terms of this Agreement.

20.4 **Breach:** The Recipient must:

- (a) notify the Discloser in writing promptly upon becoming aware of an actual or suspected breach of this clause 20;
- (b) take any action that is necessary to prevent or remedy any breach of the confidentiality obligations set out under this clause 20 or other unauthorised disclosure of Confidential Information, at its own cost.

20.5 **Acknowledgements:** The Parties acknowledge and agree that the other Party's Confidential Information is commercially sensitive, proprietary and valuable to the other Party and, in respect of any breach or threatened breach by a Party or any of its Representatives or Affiliates of its obligations under this Agreement (including those contained in this clause 20):

- (a) damages may not be available, or if they are, they may not be an adequate remedy for the other Party;
- (b) the other Party is entitled to seek injunctive relief as a remedy, in addition to any other remedies available at Law; and
- (c) any Confidential Information disclosed by the Discloser to the Recipient may relate to or be owned by a member of the Discloser's Affiliates. To that extent:
  - (i) the Recipient agrees that any Loss incurred by any the Discloser's Affiliate as a result of a breach, act or omission by the Recipient is deemed to be a Loss suffered by the Discloser; and
  - (ii) for the purposes of this clause, references in this Agreement to the Recipient are read as references to the Recipient and the Recipient's Affiliates.

20.6 **Responsibility for Representatives:** Each Party must ensure that its Representatives and Affiliates do not do, or omit to do, anything which, if done or omitted to be done by that Party, would breach this clause 20.

20.7 **Survival:** All obligations of confidence set out in this clause 20 are intended to continue in full force and effect even after the termination of this Agreement.

## 21. PRIVACY

21.1 **Compliance with Privacy Laws:** Each Party warrants and agrees that it and its Permitted Users will comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received in connection with this Agreement.

21.2 **Disclosure of Personal Information:** Each Party warrants that any Personal Information that the Discloser discloses to the Recipient or its Permitted Users under this Agreement has been collected, used, processed, held and disclosed with in accordance with the relevant requirements of the Privacy Laws.

21.3 **Receipt of Personal Information:** In relation to any Personal Information disclosed to a Recipient by the Discloser under this Agreement, the Recipient must:

- (a) not collect, use, disclose, store, transfer or handle the information except in accordance with the Privacy Laws and the Permitted Purposes;
- (b) take all reasonable steps to ensure that the information is protected from misuse, Loss, unauthorised access, modification or disclosure;
- (c) take all reasonable steps to destroy or permanently de-identify the information upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement;
- (d) only use or disclose the information for a purpose connected with this Agreement or as required by Law; and
- (e) notify the Discloser in writing, without delay and within no more than 72 hours after becoming aware:
  - (i) of any compliance notice issued by a relevant Regulator; or
  - (ii) of any breach of this clause 21 or any applicable Privacy Law.

21.4 **Notification of Data Breach:** Where a Party has reasonable grounds to suspect a Data Breach has occurred, that Party will:

- (a) notify the other Party in writing including all relevant details regarding the suspected Data Breach without undue delay and no later than 72 hours after becoming aware of such a breach;
- (b) co-operate with the other Party to investigate the suspected Data Breach;
- (c) take all reasonable steps to mitigate the impact of the Data Breach;
- (d) take all reasonable actions to prevent any repeat of the Data Breach; and
- (e) co-operate with the other Party in good faith to minimise reputational damage or loss of goodwill, including liaising on communications with the Privacy Regulator, affected individuals and other third parties to minimise disruption or distress to the individual.

## 22. DATA PROTECTION & SECURITY

22.1 **Obligations & Safeguards:** each Party will use commercially reasonable efforts to establish, implement and maintain security controls in respect of any InfoTrack Environment or Connect Partner Environment (as applicable) used to deliver Connect Products, or that stores, handles, processes or transmits InfoTrack Data:

- (a) that meet or exceed ISO 27001:2013 and ISO 9001:2015 (or equivalent standard) and any successor standards;
- (b) that are designed to ensure that Connect Products and any other materials supplied by Connect Partner to InfoTrack under this Agreement do not contain any publicly known Malware; and
- (c) that are designed to protect InfoTrack Data that is stored, handled or processed by Connect Partner from accidental or unlawful destruction, loss, alteration; or unauthorised disclosure or access.

22.2 **Other Security Measures:** each Party must establish, maintain and enforce appropriate security measures designed to ensure that

- (a) InfoTrack Data or Connect Partner Data (as applicable) and any other materials provided by the first Party to the other Party do not contain any publicly known Malware;
- (b) no Unauthorised Persons can obtain unauthorised access to InfoTrack Connect or otherwise use InfoTrack Connect for purposes not authorised or permitted by the terms of this Agreement (including for Non-Permitted Purposes).

22.3 **Connect Partner Warranties:** Connect Partner warrants and agrees that Connect Partner will not:

- (a) seek to circumvent or attempt to violate any data security measures employed by InfoTrack in respect of its access to and use of InfoTrack Connect or InfoTrack Environment generally; or
- (b) attempt to scan or test the vulnerability of the InfoTrack Environment or otherwise attempt to breach InfoTrack's data security systems or any applicable authentication procedures.

## 23. MODERN SLAVERY

23.1 In performing its obligations under this Agreement, Connect Partner must:

- (a) not use any form of Modern Slavery in connection with this Agreement;
- (b) comply with any Modern Slavery Laws by which it is bound;
- (c) not do anything that will cause it to breach any Modern Slavery Law;
- (d) have and maintain throughout the term of this Agreement its own policies and procedures that are designed to ensure Connect Partner's compliance with Modern Slavery Laws;
- (e) include, in each of its contracts with its subcontractors or suppliers, anti-slavery provisions that are at least as onerous as those set out in this clause;
- (f) notify InfoTrack with details of any instances of Modern Slavery identified within Connect Partner's business operations or supply chain, and provide information about the steps Connect Partner is taking to investigate and address the issue (and proposed timeframe for such steps); and
- (g) co-operate with any audit or respond to any risk questionnaires issued by the InfoTrack and provide evidence of the implementation of the policies and procedures referred to in clause 23.1(d) above when requested to do so by InfoTrack and which is reasonably required by InfoTrack to comply with its Modern Slavery Law obligations.

## 24. NOTICES

24.1 **Form of Notice:** All notices or other communications relating to this Agreement must be in writing in English and addressed to the other Party at their address for service or other address as notified in writing from time to time (**Notice**).

24.2 **How Given:** A Notice is taken to be given:

- (a) if sent by post on the fifth (5<sup>th</sup>) Business Day after posting;
- (b) if delivered by hand, at the time of delivery; or
- (c) in the case of email transmission, upon completion of successful transmission if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.

24.3 **Change in Details:** A Party may change its contact details for service of notices under this clause by giving written Notice of the new details to the other Party.

## 25. AUDIT RIGHTS

25.1 **Connect Partner Obligation:** Connect Partner agrees to maintain all financial, operational and technical records in respect of its access to and use of the InfoTrack Environment, Connect Products supplied in connection with this Agreement and other such records reasonably related to its compliance with this Agreement (**Partner Records**), and to ensure that all such Partner Records are (i) complete and up to date; and (ii) kept in manner which permits them to be conveniently and properly audited for a period of at least seven (7) years after the expiry or termination of this Agreement.

25.2 **InfoTrack Obligation:** InfoTrack agrees to maintain all financial, operational and technical records required to evidence Connect Product supplied in connection with this Agreement and other such records reasonably related to InfoTrack's compliance with this Agreement (**InfoTrack Records**), and to ensure that all such InfoTrack Records are: (i) complete and up to date; and (ii) kept in manner which permits them to be conveniently and properly audited for a period of at least seven (7) years after the expiry or termination of this Agreement.

25.3 **Notice of Audit:** InfoTrack may give reasonable written notice (not less than 5 Business Days) to Connect Partner that it requires an audit of the Partner Records to be undertaken, which may be conducted remotely via questionnaire or on-site.

25.4 **Conduct of Audit:** If InfoTrack requires an audit to be carried out, you must:

- (a) answer all questions to the best of your knowledge and belief;
- (b) provide copies of or access to the Partner Records reasonably requested for the purposes of carrying out the audit; and
- (c) provide all reasonable cooperation and assistance to InfoTrack as reasonably necessary to facilitate the conduct of the audit.

25.5 **Treatment of Records:** InfoTrack must treat as confidential any Partner Records or any other Confidential Information that is disclosed, inspected, or accessed by InfoTrack during an audit.

25.6 **Survival of Clause:** This clause 25 survives the termination of this Agreement.

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## 26. MISCELLANEOUS

- 26.1 **Assignment:** A Party must not assign any of its rights or obligations under this Agreement, without the prior written consent of the other Party.
- 26.2 **Costs:** Except as otherwise set out in this Agreement, each Party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.
- 26.3 **Entire Agreement:** This Agreement contains everything the Parties have agreed in relation to the matters it deals with. Neither Party can rely on an earlier agreement, or anything said or done by another Party, or by a director, officer, agent, partner or employee of that Party, before this Agreement was executed, except as permitted by Law.
- 26.4 **Further acts:** Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 26.5 **No agency or partnership:** The relationship between the Parties is that of principal and independent contractor. No Party is an agent, Representative or partner of any other Party by virtue of this Agreement.
- 26.6 **No authority to act:** No Party has any power or authority to act for or to assume any obligation or responsibility on behalf of another Party, to bind another Party to any agreement, negotiate or enter into any binding relationship for or on behalf of another Party or pledge the credit of another Party except as specifically provided in this Agreement or by express written agreement between the Parties.
- 26.7 **Severability:** If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.
- 26.8 **Variation:** No variation of this Agreement will be of any force or effect unless it is in writing and accepted by the Parties to this Agreement. In this regard, the following will constitute acceptance by Connect Partner:
- (a) electronic acceptance such as by clicking "I agree" (or similar) upon notification of any variation to the terms of this Agreement; and
  - (b) continued use of InfoTrack Connect or provision of Connect Products to InfoTrack following reasonable written notification of any variation to the terms of this Agreement.
- 26.9 **Waiver:** The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 26.10 **Governing law and jurisdiction:** Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

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## 27. DEFINITIONS AND INTERPRETATION

### 27.1 Definitions

The following definitions apply in this Agreement, unless context otherwise requires:

**Affiliate** has the meaning given in the Country-specific terms set out at Schedule 1.

**APIs** means the InfoTrack APIs or Connect Partner APIs, as applicable.

**API Call** means a call, request or order initiated by the InfoTrack APIs to Connect Partner APIs for Connect Products.

**Authority Fee** means the fees and charges payable by the Connect Partner to Third Party Suppliers for Connect Products (where applicable).

**Business Day** has the meaning given in the Country-specific terms set out at Schedule 1.

**Call Limits** means any restriction on the number or frequency of API Calls which may be made by one of the APIs as specified in the Integration Plan; or if no call limit is specified, as determined by InfoTrack acting reasonably to ensure the safe and efficient functioning of the InfoTrack APIs.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, at Law or otherwise.

**Commission Fees** means, unless otherwise specified in an Order Form, 30% of the Service Fees.

**Confidential Information** means any information (in any form) directly or indirectly disclosed by the Discloser to the Recipient (regardless of whether identified as such or not) and includes:

- (a) the terms of this Agreement and the commercial arrangements between the Parties;
- (b) any information that the Recipient knows, or ought to know, is confidential to the Discloser;
- (c) the Discloser's Intellectual Property Rights and any Intellectual Property Rights of third party suppliers to the Discloser;
- (d) in relation to Connect Partner, Connect Partner Materials; and
- (e) in relation to InfoTrack, any InfoTrack Materials,

but does not include the Excluded Information.

**Connect Partner API** means Connect Partner's application programming interface for Connect Partner Systems, which is a set of functions and procedures that allows the exchange of data between InfoTrack and Connect Partner.

**Connect Partner Data** means any data, information, text, content or other materials (including Personal Information and Confidential Information) which is supplied to InfoTrack or its Affiliates by Connect Partner or Connect Partner's Representatives in connection with this Agreement; but for clarity, does not include: any InfoTrack Materials supplied to Connect Partner in connection with this Agreement; any materials already held by InfoTrack prior to any supply by Connect Partner to InfoTrack; InfoTrack Data; any material that independently comes into the possession of InfoTrack (other than through Connect Partner or Connect Partner's Representatives); and any metadata generated by InfoTrack in the operation of the InfoTrack Environment.

**Connect Partner Environment** means any hardware, software, information, networks, systems, databases or other technology solutions owned or controlled by Connect Partner (in the ordinary course of operating its business), including Connect Partner System.

**Connect Partner Materials** means all materials, works, rights and Intellectual Property Rights held, owned or licensed by Connect Partner or its Affiliates (current or future) in the usual course of business including any Connect Products, Connect Partner Environment, Documentation, and any metadata generated by Connect Partner in the operation of Connect Partner Environment or supply of Connect Products, and includes all Modifications to those materials.

**Connect Products** means all the data products and services to be offered by Connect Partner for sale on InfoTrack Connect.

**Connect Partner Terms** means the special terms and conditions applicable to the supply of Connect Products to that Customer (which apply in addition to the Customer Terms) and which, for clarification, may include Third Party Supplier Terms.

**Connect Partner System** means the web-based online search platform owned and hosted by Connect Partner and which may be accessed by InfoTrack's Permitted Users for the purposes of receiving Connect Products for InfoTrack Connect provided by Connect Partner or its Affiliates.

**Connect Partner Application** means a request by Connect Partner for particular Connect Products to be hosted and sold on InfoTrack Connect, via an application form (and completed with all the details in) in the format provided by InfoTrack from time to time.

**Consequential Loss** means special, indirect, consequential or punitive loss or damage (including loss of profits or savings, loss of opportunity, loss of sales or business, loss or damage to or corruption of data, loss of goodwill, loss of reputation), whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise and where such loss or damage:

- (a) may not reasonably be considered as arising naturally from the breach of this Agreement; or
- (b) was not in the ordinary contemplation of the Parties upon entering into this Agreement, as the probable result of the breach of it.

**Consumer Guarantees** has the meaning given in the Country-specific terms at Schedule 1.

**Consumer Law** has the meaning given in the Country-specific terms at Schedule 1.

**Corporations Act** has the meaning given in the Country-specific terms at Schedule 1.

**Customer Terms** means the terms and conditions of a contract between InfoTrack and a Customer for the supply of products, including the Connect Products, to that Customer via InfoTrack Connect or otherwise.

**Customers** means the end users of InfoTrack Connect who order products offered by InfoTrack or its suppliers, including Connect Products.

**Data Breach** means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to:

- (c) where InfoTrack are the Recipient, Connect Partner Materials transmitted, stored or otherwise processed by InfoTrack in connection with this Agreement; or
- (d) where Connect Partner is the Recipient, InfoTrack Data transmitted, stored or otherwise processed by Connect Partner in connection with this Agreement.

**Develop** means, in connection with a thing, to develop, create, add, enhance, reduce, modify, adapt or prepare derivative works based on, that thing (and **Development** means the corresponding result of such activities).

**Discloser** means the Party disclosing Confidential Information or Personal Information (as applicable) to the other Party (or its Representatives) in connection with this Agreement.

**Documentation** means the whole and any part of Connect Partner guides, manuals, user instructions and written specifications regarding Connect Products or Connect Partner Systems and any marketing material regarding Connect Products or Connect Partner System.

**Excluded Information** means any information to the extent which:

- (a) it is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;
- (b) the Recipient can prove by contemporaneous written documentation:
  - (i) it was already known to it at the time of disclosure by the Discloser;
  - (ii) it was independently developed by the Recipient without reference to the Confidential Information of the Discloser; or
  - (iii) the Recipient acquired it from a source other than the Discloser or any of its Representatives, where such a source is entitled to disclose it on a non-confidential basis.

**Product Fees** means the fee charged by InfoTrack, comprising the Service Fee and the Authority Fee, for the Connect Product to the Customer and collected by InfoTrack on behalf of the Connect Partner (as agreed between the Parties).



**Force Majeure** means any circumstances beyond a Party's control including strikes or industrial disputes, acts of God, epidemics and pandemics, acts of government, declared states of emergency, refusal of licence, failures or outages of any utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, aircraft unserviceability or unavailability, war, terrorism or civil disturbance, or impossibility of obtaining material or data.

**InfoTrack** means the InfoTrack entity as set out in the Country-specific terms at Schedule 1.

**InfoTrack API** means InfoTrack's application programming interface for InfoTrack Connect, which is a set of functions and procedures that allows the exchange of data between InfoTrack and Connect Partner.

**InfoTrack Connect** means the web-based online search platforms and systems or Connect Partner-specific portal of the online search platform (as applicable) owned and hosted by InfoTrack and which may be accessed by:

- (a) Connect Partner and its Permitted Users for the purposes of making Connect Products available to InfoTrack's Customers via an InfoTrack system;
- (b) InfoTrack Customers for the purposes of ordering products and services from InfoTrack, including the Connect Products.

**InfoTrack Data** means any data, information, text, content or other materials (including Personal Information and Confidential Information) which is supplied to Connect Partner or its Affiliates by InfoTrack or InfoTrack's Representatives in connection with this Agreement; but for clarity, does not include: any Connect Partner Materials supplied to InfoTrack in connection with this Agreement; any materials already held by Connect Partner prior to any supply by InfoTrack to Connect Partner; any material that independently comes into the possession of Connect Partner (other than through InfoTrack or InfoTrack's Representatives); and any metadata generated by Connect Partner in the operation of the Connect Partner Environment or provision of Connect Products.

**InfoTrack Environment** means any hardware, software, information, networks, systems, databases or other technology solutions owned or controlled by InfoTrack (in the ordinary course of operating its business), including InfoTrack Connect and/or the InfoTrack APIs.

**InfoTrack Materials** means all materials, works, rights and Intellectual Property Rights held, owned or licensed by InfoTrack or its Affiliates (current or future) including any InfoTrack Data, the InfoTrack Environment, and any metadata generated by InfoTrack in the operation of the InfoTrack Environment, and includes all Modifications to those materials.

**Input Tax Credit** has the meaning given in the Country-specific terms set out at Schedule 1.

**Insolvency Event** has the meaning given in the Country-specific terms at Schedule 1. **Insolvent** has the meaning given in the Country-specific terms set out at Schedule 1.

**Integration Plan** means a plan for the implementation and integration of the APIs.

**Intellectual Property Rights** has the meaning given in the Country-specific terms set out at Schedule 1.

**Law** means all applicable common law, principles of equity, legislation, statutes, and regulations (and consolidations, amendments, re-enactments or replacements of any of them).

**Loss** means all liabilities, losses, damages, outgoings, costs and expenses including reasonable legal costs (on a solicitor-client basis) and any penalties or fines imposed by a regulatory authority.

**Malware** means malicious software code, programming instruction, or including any thing or device that may damage, disrupt, overload, disable, adversely affect or modify the operation of any computer hardware, software or code including to shut down or deny users access to all or any part of a relevant system or environment; or otherwise impair the reliability of any information held on a relevant system or environment (whether by re-arranging, altering or erasing data in whole or in part or otherwise), and includes Trojan horses, viruses, bots, bugs, spyware, file corruption, worms, logic bombs, backdoors, disabling code, key-loggers, ransomware, hijackers, rootkit and other similar things.

**Modern Slavery** has the meaning given in the Country-specific terms set out at Schedule 1.

**Modern Slavery Law** has the meaning given in the Country-specific terms set out at Schedule 1.

**Modifications** means all enhancements, modifications, updates, improvements, configurations and derivative works.

**Moral Rights** has the meaning given in the Country-specific terms set out at Schedule 1.

**Notice** has the meaning given in clause 24.1.

**Order Form** means any Order Form entered into by the Parties pursuant to the terms of this Agreement that sets out the terms applicable to the access to and use of InfoTrack Connect.

**Party** means a Party to this Agreement and **Parties** means both of them.

**Permitted Purpose** has the meaning given in clause 2.1.

**Permitted User** means:

- (a) Representatives of InfoTrack who are authorised by InfoTrack to exercise the rights granted to InfoTrack in clause 3;
- (b) Representatives of Connect Partner who have been allocated User Credentials to access InfoTrack Connect in accordance with this Agreement; or
- (c) persons or entities expressly identified as such in an Order Form.

**Personal Information** has the meaning given in the Country-specific terms set out at Schedule 1.

**Personnel** means employees, agents, independent personal services contractors, or any other staff or personnel acting on behalf of or at the direction of the relevant Party.

**Privacy Laws** has the meaning given in the Country-specific terms set out at Schedule 1.

**RCTI** has the meaning given in clause 10.1

**Recipient** means the Party in possession or control of Confidential Information or Personal Information (as applicable) disclosed to it by the other Party (or its Representatives) in connection with this Agreement.

**Regulator** has the meaning given in the Country-specific terms set out at Schedule 1.

**Related Body Corporate** has the meaning given in the Country-specific terms set out at Schedule 1.

**Representative** of a Party means any of its Personnel, officers, directors, contractors and subcontractors, associates and representatives.

**Service Fees** means the Product Fees charged by the Connect Partner for a Connect Product, excluding any applicable Authority Fees.

**Tax** has the meaning given in the Country-specific terms set out at Schedule 1.

**Tax Invoice** has the meaning given in the Country-specific terms set out at Schedule 1.

**Tax Law** has the meaning given in the Country-specific terms set out at Schedule 1.

**Taxable Supply** has the meaning given in the Country-specific terms set out at Schedule 1.

**Term** means the period commencing on the Commencement Date and ending on the termination or expiry of this Agreement.

**Territory** means the country where the contracting InfoTrack entity is located, as specified in Schedule 1.

**Third Party Supplier** means any entity, government department, agency or other organisation from which Connect Partner or any of its Affiliates licences some or all of the Connect Partner Data or Connect Products.

**Third Party Supplier Terms** means conditions, restraints or limitations (as required by Third Party Suppliers) applicable to certain Connect Products that are provided or licensed by Third Party Suppliers and resold by Connect Partner.

**User Credentials** means any usernames, passwords, tokens and other authentication credentials for use by a Permitted User for the purpose of accessing and using InfoTrack Connect.

## 27.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) if the day on which any act, matter or thing is to be done under this Agreement is not a Business Day in the place where the act, matter or thing is to be done, the act, matter or thing must be done on the next Business Day in that place;
- (c) a reference to monetary amounts means the lawful currency of the Territory, as set out in the Country-specific terms at Schedule 1;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, module, exhibit or attachment is a reference to a clause, part, schedule, module, exhibit or attachment of or to this Agreement;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) a reference to any government department or agency includes any successor of that department or agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the words 'include', 'includes' or 'including' are to be construed without limitation;
- (l) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (m) a reference to this Agreement includes the agreement recorded in this Agreement;
- (n) any schedules and attachments form part of this Agreement.

## Schedule 1 Country-specific Terms

### 1. Australia

Details	
InfoTrack	InfoTrack Pty Limited
ABN	36 092 724 251
Address	Level 8, 135 King Street, Sydney NSW 2000
Territory	Australia
Currency	\$, AUD, Australian dollars

Australian-Specific Terms	
<p>The following amendments to this Agreement apply if Connect Partner accesses and uses InfoTrack Connects supplied by InfoTrack Pty Limited or any of its subsidiaries in Australia.</p>	
<b>Governing law</b> (Clause 26.10)	<p>Clause 26.10 is deleted and replaced with the following:</p> <p><b>Governing law and jurisdiction:</b> <i>This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i></p>
<b>Definitions and Interpretation</b> (Clause 27.1)	
<b>Affiliate</b>	<b>Affiliate</b> means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
<b>Business Day</b>	<b>Business Day</b> means a day other than a Saturday, Sunday or gazetted public holiday in Australia.
<b>Consumer Guarantees</b>	<b>Consumer Guarantees</b> means the guarantees provided under Division 1 of Part 3-2 of the Consumer Law.
<b>Consumer Law</b>	<b>Consumer Law</b> means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth), any equivalent State or Territory legislation, and any equivalent applicable provisions of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
<b>Corporations Act</b>	<b>Corporations Act</b> means the <i>Corporations Act 2001</i> (Cth) and any regulations made under it.
<b>Input Tax Credit</b>	<b>Input Tax Credit</b> has the meaning given to it in the GST Law.
<b>Insolvency Event</b>	<p><b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> <li>(a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;</li> <li>(b) it is Insolvent within the meaning of section 95A of the Corporations Act;</li> <li>(c) it must be presumed by a court to be Insolvent by reason of an event set out in section 459C(2) of the Corporations Act;</li> <li>(d) it fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act);</li> <li>(e) it has an administrator appointed or any step preliminary to the appointment of an administrator is taken;</li> <li>(f) it has a controller (within the meaning of section 9 of the Corporations Act) or similar officer appointed to all or any of its property; or</li> <li>(g) it has proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.</li> </ul>

<b>Insolvent</b>	<b>Insolvent</b> means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
<b>Intellectual Property Rights</b>	<b>Intellectual Property Rights</b> means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to: <ul style="list-style-type: none"> <li>(a) trade marks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and</li> <li>(a) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.</li> </ul>
<b>Modern Slavery</b>	<b>Modern Slavery</b> means <ul style="list-style-type: none"> <li>(a) any conduct involving the use of any form of slavery, human trafficking, exploitation, forced labour practices or servitude to exploit children or other persons taking place in operations and/or supply chains;</li> <li>(b) any other slavery-like practices; and</li> <li>(c) any conduct constituting an offence or as otherwise defined as Modern Slavery, under Modern Slavery Law.</li> </ul>
<b>Modern Slavery Law</b>	<b>Modern Slavery Law</b> means any primary or delegate or subordinate legislation (and any binding or non-binding guidelines issued by any entity or person so authorised under Modern Slavery Law), applicable in Australia, any State or Territory and otherwise applicable to Connect Partner from time to time with respect to reporting on or addressing the risks of Modern Slavery, including with respect to business operations and supply chains and with respect to related purposes including but not limited to the <i>Modern Slavery Act 2018</i> (Cth); the <i>Modern Slavery Act 2018</i> (NSW); the <i>Modern Slavery Act 2015</i> (UK); and Division 270 of the <i>Criminal Code Act 1995</i> (Cth).
<b>Moral Rights</b>	<b>Moral Rights</b> means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the <i>Copyright Act 1968</i> (Cth) or any other Law), that exist or that may come to exist, anywhere in the world.
<b>Personal Information</b>	<b>Personal Information</b> means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
<b>Privacy Laws</b>	<b>Privacy Laws</b> means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 1988</i> (Cth), the Australian Privacy Principles, the <i>Spam Act 2003</i> (Cth) and the <i>Do Not Call Register Act 2006</i> (Cth) and any State or Territory acts and regulations applicable in the relevant State or Territory; and all applicable binding privacy codes or policies.
<b>Regulator</b>	<b>Regulator</b> means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Australia Privacy Commissioner.
<b>Related Body Corporate</b>	<b>Related Body Corporate</b> has the meaning given in the Corporations Act.
<b>Tax</b>	<b>Tax</b> means GST.
<b>Tax Invoice</b>	<b>Tax Invoice</b> means an invoice that complies with relevant Tax Law.
<b>Tax Law</b>	<b>Tax Law</b> means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and all regulations and rulings made under it.
<b>Taxable Supply</b>	<b>Taxable Supply</b> has the meaning given under relevant Tax Law.

## 2. United States

Details	
InfoTrack	InfoTrack US, Inc.
Corporation Number	4444211
Address	110 Greene Street, New York, NY 10012
Territory	United States
Currency	\$, USD, United States dollars

United States-Specific Terms	
The following amendments to this Agreement apply if Connect Partner accesses and uses InfoTrack Connect supplied by InfoTrack US, Inc. or any of its subsidiaries in the U.S.	
<b>Taxes</b> (Clause 11)	<ul style="list-style-type: none"> <li>• Clause 11.2 does not apply.</li> <li>• Clause 11.3 does not apply.</li> <li>• Clause 11.4 does not apply.</li> </ul>
<b>Modern Slavery</b> (Clause 23)	Clause 23 is deleted and does not apply.
<b>Governing law</b> (Clause 26.10)	Clause 26.10 is deleted and replaced with the following:  <b>Governing law and jurisdiction:</b> <i>This Agreement is governed by the laws of California. The Parties submit to the non-exclusive jurisdiction of its federal and state courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i>
<b>Definitions and Interpretation (Clause 27.1)</b>	
<b>Affiliate</b>	<b>Affiliate</b> means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party.
<b>Business Day</b>	<b>Business Day</b> in a place means a day other than a Saturday, Sunday or federal holiday in that place (and if no place is specified, in California).
<b>Consumer Guarantees</b>	<b>Consumer Guarantees</b> means the guarantees as they are defined under the Consumer Law, where applicable.
<b>Consumer Law</b>	<b>Consumer Law</b> means the <i>Federal Trade Commission Act</i> , the <i>California Consumer Privacy Act</i> , <i>California Unfair Competition Law</i> , and any other relevant state or federal consumer protection laws.
<b>Corporations Act</b>	The definition of "Corporations Act" in clause 27.1 is deleted and will not apply.
<b>Input Tax Credit</b>	The definition of "Input Tax Credit" in clause 27.1 is deleted and will not apply.
<b>Insolvency Event</b>	<b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to a Party: <ol style="list-style-type: none"> <li>it stops or suspends or threatens to stop or suspend payment of all or a class of its debts or otherwise becomes Insolvent;</li> <li>it has bankruptcy proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them, or take any comparable action under the United States Bankruptcy Code.</li> </ol>
<b>Insolvent</b>	<b>Insolvent</b> means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.

<b>Intellectual Property Rights</b>	<p><b>Intellectual Property Rights</b> means all industrial and intellectual property rights throughout the world protected or recognized at Law and includes all current and future registered and unregistered rights relating to:</p> <ul style="list-style-type: none"> <li>(a) trademarks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, the <i>Patent Act (Title 35 of the United States Code)</i>, the <i>Copyright Act (Title 17 of the United States Code)</i>, the <i>Lanham Act (Title 15 of the United States Code)</i>, and the <i>Trade Secrets Act</i>; and</li> <li>(b) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.</li> </ul>
<b>Modern Slavery</b>	The definition of “Modern Slavery” in clause 27.1 is deleted and will not apply.
<b>Modern Slavery Law</b>	The definition of “Modern Slavery Law” in clause 27.1 is deleted and will not apply.
<b>Moral Rights</b>	<b>Moral Rights</b> means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the <i>U.S. Copyright Act of 1976</i> , as amended, any other Law), that exist or that may come to exist, anywhere in the world.
<b>Personal Information</b>	<b>Personal Information</b> means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
<b>Privacy Laws</b>	<b>Privacy Laws</b> means all relevant or applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party and includes (only to the extent the relevant Parties are subject to it or required to comply with it under this Agreement) the <i>California Consumer Privacy Act</i> , and any other applicable state or federal acts and regulations.
<b>Regulator</b>	<b>Regulator</b> means any third-party state or federal body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
<b>Related Body Corporate</b>	The definition of “Related Body Corporate” in clause 27.1 is deleted and will not apply.
<b>Tax</b>	<b>Tax</b> means the applicable state and local sales tax.
<b>Tax Invoice</b>	The definition of “Tax Invoice” in clause 27.1 is deleted and will not apply.
<b>Tax Law</b>	The definition of “Tax Law” in clause 27.1 is deleted and will not apply.
<b>Taxable Supply</b>	The definition of “Taxable Supply” in clause 27.1 is deleted and will not apply.

### 3. United Kingdom

Details	
<b>InfoTrack</b>	InfoTrack Limited
<b>Company Number</b>	09474590
<b>Address</b>	Level 11, 91 Waterloo Road, London, SE1 8RT
<b>Territory</b>	United Kingdom
<b>Currency</b>	£, GBP, Great British Pound

United Kingdom-Specific Terms	
The following amendments to this Agreement apply if Connect Partner accesses and uses InfoTrack Connect supplied by InfoTrack Limited (UK).	
<b>Supply to Customers</b>	Clause 5.3(c)(i) is deleted and replaced with the following:



(Clause 5)	<i>(j) the Connect Partner Terms, except to the extent any of the terms and conditions in the Connect Partner Terms are illegal, unenforceable or invalid; and</i>
<b>Taxes</b> (Clause 11)	Clauses 11.2, 11.3 and 11.4 are deleted and replaced with the following: <i>11.2 Subject to prior receipt of a valid Tax invoice, InfoTrack shall pay any Tax payable on the Fees under this Agreement.</i>
<b>Indemnities</b> (Clause 13.2(a))	Clause 13.2(a) is deleted and replaced with the following: <i>(a) the terms and conditions of the Connect Partner Terms to the extent any of the terms and conditions in the Connect Partner Terms may be illegal, unenforceable or invalid; or</i>
<b>Limitation of Liability</b> (Clause 14)	Clause 14.1 does not apply.
<b>Privacy</b> (Clause 21)	Clause 21 does not apply and is replaced with the following new Clause 22.4: <i>22.4 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of Personal Data and the privacy of electronic communications, including the (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (<b>Data Protection Legislation</b>).</i>
<b>Modern Slavery</b> (Clause 23)	Clause 23 is deleted and replaced with the following: <i>In performing its obligations under this Agreement, Connect Partner must:</i> <ul style="list-style-type: none"> <li>(a) <i>comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (<b>Anti-Slavery Laws</b>) including but not limited to the Modern Slavery Act 2015;</i></li> <li>(b) <i>not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;</i></li> <li>(c) <i>comply with InfoTrack's Modern Slavery Policy;</i></li> <li>(d) <i>include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 23;</i></li> <li>(e) <i>notify InfoTrack as soon as it becomes aware of any actual or suspected breach of clause 27.2(a) and clause 27.2(b) and provide information about the steps Connect Partner is taking to investigate and address the issue (and proposed timeframe for such steps;</i></li> <li>(f) <i>have and maintain throughout the term of this Agreement its own policies and procedures that are designed to ensure Connect Partner's compliance with Anti-Slavery Laws; and</i></li> <li>(g) <i>maintain a complete set of records to demonstrate its compliance with Anti-Slavery Laws in connection with this Agreement; and permit InfoTrack and its third party representatives to inspect the Connect Partner's premises, records, and to meet the Connect Partner's Personnel to audit the Connect Partner's compliance with its obligations under this clause 23.</i></li> </ul>
<b>Governing law</b> (Clause 26.10)	Clause 26.10 is deleted and replaced with the following: <b>Governing law and jurisdiction:</b> <i>This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.</i>
<b>Definitions and Interpretation (Clause 27.1)</b>	
<b>Affiliate</b>	<b>Affiliate</b> means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
<b>Business Day</b>	<b>Business Day</b> in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in England).
<b>Consumer Guarantees</b>	The definition of "Consumer Guarantees" in clause 27.1 is deleted and will not apply.
<b>Consumer Law</b>	The definition of "Consumer Law" in clause 27.1 is deleted and will not apply.
<b>Corporations Act</b>	The definition of "Corporations Act" in clause 27.1 is deleted and will not apply.

<b>Input Tax Credit</b>	The definition of “Input Tax Credit” in clause 27.1 is deleted and will not apply.
<b>Insolvency Event</b>	<p><b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> <li>(a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (<b>IA 1986</b>) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986;</li> <li>(b) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party];</li> <li>(c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;</li> <li>(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</li> <li>(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);</li> <li>(f) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;</li> <li>(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party;</li> <li>(h) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;</li> <li>(i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 27.2(a) to clause 27.2(h) (inclusive);</li> <li>(j) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or</li> <li>(k) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.</li> </ul>
<b>Insolvent</b>	The definition of “Insolvent” in clause 27.1 is deleted and will not apply.
<b>Intellectual Property Rights</b>	<b>Intellectual Property Rights</b> means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Modern Slavery</b>	The definition of “Modern Slavery” in clause 27.1 is deleted and will not apply.
<b>Modern Slavery Law</b>	The definition of “Modern Slavery Law” in clause 27.1 is deleted and will not apply.
<b>Moral Rights</b>	The definition of “Moral Rights” in clause 27.1 is deleted and will not apply.
<b>Personal Information</b>	The definition of “Personal Information” in clause 27.1 is deleted and replaced with the following definition: <b>Personal Data</b> has the meaning given to it in the Data Protection Legislation.
<b>Privacy Laws</b>	The definition of “Privacy Laws” in clause 27.1 is deleted and will not apply.
<b>Regulator</b>	<b>Regulator</b> means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
<b>Related Body Corporate</b>	The definition of “Related Body Corporate” in clause 27.1 is deleted and will not apply.

<b>Tax</b>	<b>Tax</b> means VAT.
<b>Tax Invoice</b>	The definition of “Tax Invoice” in clause 27.1 is deleted and will not apply.
<b>Tax Law</b>	The definition of “Tax Law” in clause 27.1 is deleted and will not apply.
<b>Taxable Supply</b>	The definition of “Taxable Supply” in clause 27.1 is deleted and will not apply.

## 4. Canada

Details	
<b>InfoTrack</b>	InfoTrack Services Limited
<b>Registration Number</b>	Business Number: 737757724
<b>Address</b>	305 - 5811 Cooney Rd, Richmond, BC V6X 1B5 Canada
<b>Territory</b>	Canada
<b>Currency</b>	\$, CAD, Canadian dollars

Canadian-Specific Terms	
The following amendments to this Agreement apply if Connect Partner accesses and uses InfoTrack Connect supplied by InfoTrack Services Limited (Canada).	
<b>Supply to Customers</b> (Clause 5)	Clause 5.3(c)(i) is deleted and replaced with the following: <i>(i) the Connect Partner Terms, except to the extent any of the terms and conditions in the Connect Partner Terms are illegal, unenforceable or invalid; and</i>
<b>Taxes</b> (Clause 11)	Clause 11 is deleted and replaced with the following: 11.1 <i>All Product Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</i> 11.2 <i>If InfoTrack is required to charge Connect Partner any Taxes, InfoTrack will include such amounts on the Tax Invoice and such amounts are payable at the same time as the related Product Fee.</i> 11.3 <b>Survival of Clause:</b> <i>This clause 11 survives the termination of this Agreement.</i>
<b>Indemnities</b> (Clause 13.2(a))	Clause 13.2(a) is deleted and replaced with the following: <i>(a) the terms and conditions of the Connect Partner Terms to the extent any of the terms and conditions in the Connect Partner Terms may be illegal, unenforceable or invalid; or</i>
<b>Limitation of Liability</b> (Clause 14)	Clause 14.1 does not apply.
<b>Modern Slavery</b> (Clause 23)	Clause 23 is deleted and does not apply.
<b>Governing law</b> (Clause 26.10)	Clause 26.10 is deleted and replaced with the following: <b>Governing law and jurisdiction:</b> <i>This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada without regard to conflict of laws provisions. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis. The Parties irrevocably and unconditionally waive with respect to this Agreement terms, to the fullest extent permitted by law, all of the rights, benefits, conditions, warranties and protections, express, implied or statutory, given by the Sale of Goods Act (Ontario), the United Nations Convention on Contracts for the International Sale of Goods or, in each case, equivalent legislation, if any.</i>
<b>Definitions and Interpretation (Clause 27.1)</b>	
<b>Affiliate</b>	<b>Affiliate</b> means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.

<b>Business Day</b>	<b>Business Day</b> means a day other than a Saturday, Sunday or gazetted public holiday in Ontario and British Columbia, Canada.
<b>Consumer Guarantees</b>	The definition of “Consumer Guarantees” in clause 27.1 is deleted and will not apply.
<b>Consumer Law</b>	The definition of “Consumer Law” in clause 27.1 is deleted and will not apply.
<b>Corporations Act</b>	The definition of “Corporations Act” in clause 27.1 will not apply.
<b>Input Tax Credit</b>	The definition of “Input Tax Credit” in clause 27.1 is deleted and will not apply.
<b>Insolvency Event</b>	<p><b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> <li>(a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;</li> <li>(b) it is an insolvent person (within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3);</li> <li>(c) it files a petition for bankruptcy or commences or has commenced against it proceedings under the Bankruptcy and Insolvency Act, RSC 1985, c B-3, the Companies' Creditors Arrangement Act, RSC, 1985, c C-36, or other law relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or</li> <li>(d) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.</li> </ul>
<b>Insolvent</b>	The definition of “Insolvent” in clause 27.1 is deleted and will not apply.
<b>Intellectual Property Rights</b>	<p><b>Intellectual Property Rights</b> means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:</p> <ul style="list-style-type: none"> <li>(a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design;</li> <li>(b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights;</li> <li>(c) patents, trade secrets, know-how, inventions and discoveries;</li> <li>(d) databases, software, algorithms, circuit layouts, designs;</li> <li>(e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and</li> <li>(f) any current or future application or right to apply for the registration of any of the rights referred to in paragraph (a) – (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.</li> </ul>
<b>Modern Slavery</b>	The definition of “Modern Slavery” in clause 27.1 is deleted and will not apply.
<b>Modern Slavery Law</b>	The definition of “Modern Slavery Law” in clause 27.1 is deleted and will not apply.
<b>Moral Rights</b>	<b>Moral Rights</b> means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute or any applicable Law), that exist or that may come to exist, anywhere in the world.
<b>Personal Information</b>	<b>Personal Information</b> means any ‘personal information’ or ‘personal data’ as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient or its Representatives under this Agreement.
<b>Privacy Laws</b>	<b>Privacy Laws</b> means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and any other applicable provincial or territorial privacy legislation.
<b>Regulator</b>	<b>Regulator</b> means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Privacy Commissioner of Canada and any applicable provincial information and privacy commissioners.

<b>Related Body Corporate</b>	<b>Related Body Corporate</b> means an “ <i>affiliated body corporate</i> ”, as has the meaning ascribed to it in the <i>Ontario Business Corporations Act, RSO 1990, c B16</i> .
<b>Tax</b>	<b>Tax</b> means harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Connect Partner hereunder.
<b>Tax Invoice</b>	The definition of “Tax Invoice” in clause 27.1 is deleted and will not apply.
<b>Tax Law</b>	<b>Tax Law</b> means all Laws establishing harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Connect Partner hereunder.
<b>Taxable Supply</b>	The definition of “Taxable Supply” in clause 27.1 is deleted and will not apply.

## 5. New Zealand

Details	
<b>InfoTrack</b>	InfoTrack Limited
<b>Registration Number</b>	5999552
<b>Address</b>	Level 1, 110 Symonds Street, Grafton, Auckland, 1010, New Zealand
<b>Territory</b>	New Zealand
<b>Currency</b>	\$, NZD, New Zealand dollars

New Zealand-Specific Terms	
The following amendments to this Agreement apply if Connect Partner accesses and uses InfoTrack Connect supplied by InfoTrack Limited (NZ).	
<b>Taxes</b> (Clause 11)	<p>Clause 11 is deleted and replaced with the following:</p> <p>11.1 <i>All Product Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</i></p> <p>11.2 <i>If the supply of an Connect Product is subject to Tax, Connect Partner must pay to InfoTrack an additional amount equal to the relevant Product Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Product Fee.</i></p> <p>11.3 <b>Survival of Clause:</b> <i>This clause 11 survives the termination of this Agreement.</i></p>
<b>Consumer Guarantees</b> (Clause 12)	<p>New clause 12.3 is inserted as follows:</p> <p><b>Consumer Guarantees Act and Fair Trading Act:</b> <i>The Parties agree and acknowledge that, for the purposes of the Consumer Guarantees Act 1993 (NZ) and section 5D of the Fair Trading Act 1986 (NZ):</i></p> <p>(a) <i>the products and services being supplied to Connect Partner under this Agreement are being supplied and acquired in trade and are not of a kind ordinarily acquired for personal, domestic or households use or consumption;</i></p> <p>(b) <i>both Parties are in trade;</i></p> <p>(c) <i>to the maximum extent permitted by Law, and as applicable, the Parties are contracting out of the provisions of the Consumer Guarantees Act 1993 (NZ), the Contract and Commercial Law Act 2017 (NZ) and all terms implied by common law or custom and sections 9, 12A and 13 of the Fair Trading Act 1986 (NZ); and</i></p> <p>(d) <i>it is fair and reasonable to be bound by this clause.</i></p>
<b>Modern Slavery</b> (Clause 23)	Clause 23 is deleted and does not apply.
<b>Governing law</b> (Clause 26.10)	Clause 26.10 is deleted and replaced with the following:

	<b>Governing law and jurisdiction:</b> <i>This Agreement is governed by the law of New Zealand. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i>
<b>Definitions and Interpretation (Clause 27.1)</b>	
<b>Affiliate</b>	<b>Affiliate</b> means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a Related Body Corporate.
<b>Business Day</b>	<b>Business Day</b> means a day other than a Saturday, Sunday or gazetted public holiday in New Zealand.
<b>Consumer Guarantees</b>	<b>Consumer Guarantees</b> means the guarantees under the <i>Consumer Guarantees Act 1993 (NZ)</i> and <i>section 5D of the Fair Trading Act 1986 (NZ)</i> .
<b>Consumer Law</b>	<b>Consumer Law</b> means the <i>Consumer Guarantees Act 1993 (NZ)</i> and the <i>Fair Trading Act 1986 (NZ)</i> .
<b>Corporations Act</b>	<b>Corporations Act</b> means <i>Companies Act 1993 (NZ)</i> .
<b>Input Tax Credit</b>	The definition of "Input Tax Credit" in clause 27.1 is deleted and will not apply.
<b>Insolvency Event</b>	<b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to a Party: <ul style="list-style-type: none"> <li>(a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;</li> <li>(b) it is insolvent within the meaning of the Corporations Act it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act;</li> <li>(c) it fails to comply with a statutory demand (as defined in the Corporations Act);</li> <li>(d) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management);</li> <li>(e) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or</li> <li>(f) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.</li> </ul>
<b>Insolvent</b>	The definition of "Insolvent" in clause 27.1 is deleted and will not apply.
<b>Intellectual Property Rights</b>	<b>Intellectual Property Rights</b> means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to: <ul style="list-style-type: none"> <li>(a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design;</li> <li>(b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights;</li> <li>(c) patents, trade secrets, know-how, inventions and discoveries;</li> <li>(d) databases, software, algorithms, circuit layouts, designs;</li> <li>(e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and</li> <li>(f) any current or future application or right to apply for the registration of any of the rights referred to in paragraph (a) – (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.</li> </ul>
<b>Modern Slavery</b>	The definition of "Modern Slavery" in clause 27.1 is deleted and will not apply.
<b>Modern Slavery Law</b>	The definition of "Modern Slavery Law" in clause 27.1 is deleted and will not apply.
<b>Moral Rights</b>	<b>Moral Rights</b> means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute or any applicable Law), that exist or that may come to exist, anywhere in the world.



<b>Personal Information</b>	<b>Personal Information</b> means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient or its Representatives under this Agreement.
<b>Privacy Laws</b>	<b>Privacy Laws</b> means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 2020 (NZ)</i> and the New Zealand Information Privacy Principles which form part of the Act, and the <i>Unsolicited Electronic Messages Act 2007</i> ; and all applicable binding privacy codes, policies or compliance notices.
<b>Regulator</b>	<b>Regulator</b> means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the New Zealand Office of the Privacy Commissioner.
<b>Related Body Corporate</b>	<b>Related Body Corporate</b> means " <b>Related Company</b> " as that term is defined in the <i>Companies Act 1993 (NZ)</i> .
<b>Tax</b>	<b>Tax</b> means GST.
<b>Tax Invoice</b>	<b>Tax Invoice</b> means an invoice compliant with relevant Tax Law.
<b>Tax Law</b>	<b>Tax Law</b> means the <i>Goods and Services Tax Act 1985 (NZ)</i> and all regulations and rulings made under it.
<b>Taxable Supply</b>	The definition of "Taxable Supply" in clause 27.1 is deleted and will not apply.