GENERAL TERMS AND CONDITIONS

The goods and services of The Missing Link are supplied in accordance with these General Terms and Conditions which apply unless The Missing Link enters into a further written agreement with The Client which expressly overrides these General Terms and Conditions.

1 Quotations and Purchase Orders

(a) If The Client wishes to order goods or services from The Missing Link, The Client must provide a written order (a "Purchase Order") to The Missing Link specifying the goods and services The Client wishes to order.

(b) Each Purchase Order The Client provides to The Missing Link must be signed by The Client's authorised representative, be on The Client's letterhead and specify the goods and services The Client wishes to order. The Purchase Order must also specify the fees, charges and rates quoted, advertised or advised by The Missing Link.

(c) Unless otherwise specified in a quotation issued by The Missing Link, all prices quoted for, advertised or advised by The Missing Link in respect of goods and services are exclusive of all taxes, handling, delivery, installation, training fees, agents' fees and any other fees, charges, duties or imposts.

(d) Each time The Client sends a Purchase Order to The Missing Link, The Client will be deemed to have made a legally binding offer to purchase the goods and services specified in the Purchase Order. Each such offer is capable of acceptance or rejection by The Missing Link at The Missing Link's absolute discretion and The Missing Link reserves the right to reject any Purchase Order for any reason, but will notify The Client if it rejects a Purchase Order.

(e) Prices and other charges and discounts quoted, advertised or advised by The Missing Link are subject to change without notice. The Missing Link may notify The Client if it has decided to reject a Purchase Order from The Client because the relevant quotation has expired, or because The Missing Link does not otherwise approve of the pricing, goods or services specified by The Client in the Purchase Order. The Missing Link will not be bound by any terms or conditions attached to or included in a Purchase Order by The Client unless the terms and conditions are expressly agreed to in writing by The Missing Link and signed by one of The Missing Link's authorised representatives.

2 Fees

(a) In consideration of the delivery and installation of the goods, and the performance of the services, ordered by The Client in a Purchase Order, The Client shall pay the fees, charges and rates specified in The Client's Purchase Orders that are approved by The Missing Link (the "Price").

(b) The Price is exclusive of all taxes, handling, delivery, installation, training fees, agents' fees and any other fees, charges, duties or imposts unless stated otherwise.

(c) The Client must pay The Missing Link in accordance with any due dates for payment or other payment terms specified in a quotation issued by The Missing Link, or if not so specified, then within:

(i) fourteen (14) days of invoice, in respect of the provision of goods; or

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(ii) thirty (30) days of invoice, in respect of the provision of services.

(d) If The Client does not pay The Missing Link at the time required under paragraph (c), then without limiting The Missing Link's rights or remedies, The Client must pay The Missing Link interest calculated at the rate of 2% per annum over the Corporate overdraft reference rate (Monthly charging cycle) of the Commonwealth Bank of Australia from the date on which payment was due until payment is made.

(e) If payment is not made within fourteen (14) days of the due date, then without limiting The Missing Link's other rights or remedies, The Missing Link may grant a further extension of time for payment or, at its option, treat the failure to pay as a breach of these General Terms and Conditions, entitling The Missing Link to terminate these General Terms and Conditions.

(f) If The Client disputes the whole or any part of the amount claimed in an invoice submitted by The Missing Link, The Client will pay the undisputed portion on the due date, and The Client and The Missing Link must meet and explore the possibility of an amicable settlement of the dispute prior to commencing any litigation, provided that nothing in this clause shall prevent either party from seeking injunctive relief at any time where damages are not an adequate remedy. If it is subsequently resolved that a further amount is payable, The Client will pay that amount together with interest at the rate of 2% per annum over the Corporate overdraft reference rate (Monthly charging cycle) of the Commonwealth Bank of Australia.

(g) The Missing Link may review its fees and rates at any time in its absolute discretion, including on or about 30 June each year.

3 GST

(a) All defined terms in this clause are sourced from the A New Tax System (Goods and Services Tax) Act 1999 (GST Law).

(b) All Payments are exclusive of GST unless otherwise stated.

(c) A Recipient must pay to the Supplier any GST payable on a Taxable Supply. The Recipient must pay the GST when the Payment becomes payable or when the Supplier issues a Tax Invoice, whichever is later.

(d) If a party (the claimant) acquires a Taxable Supply for which it is entitled to reimbursement by the other party, the reimbursement amount is reduced by the Input Tax Credit to which the claimant is entitled.

(e) The Supplier must issue an Adjustment Notice immediately it becomes aware of an Adjustment Event in respect of a Taxable Supply. Within fourteen (14) days after the Supplier issues an Adjustment Note:

(i) the Recipient must pay the Supplier any increase in the GST Amount;

(ii) the Supplier must pay the Recipient any decrease in the GST Amount.

(f) If:

(i) one party (payer) must pay a GST Amount;

(ii) a penalty, interest or additional tax (extra liability) is imposed in respect of the GST Amount because of default of another party (defaulter); and

(iii) the payer provides to the defaulter proof of the extra liability;

the defaulter must pay the amount of the extra liability to the payer within fourteen (14) days after the payer provides that proof to the defaulter.

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4 Site Preparation

(a) The Client shall prepare the delivery site in accordance with the specifications contained in the quotation issued by The Missing Link or otherwise at the direction of The Missing Link.

(b) The Missing Link may refuse to deliver any goods or perform any services if the site has not been prepared in accordance with the preceding paragraph.

(c) The Client shall fully indemnify The Missing Link for direct and indirect costs incurred by The Missing Link arising out of a delay caused by the circumstances described in the preceding paragraph.

5 Delivery

The Client acknowledges and agrees that:

(a) subject to the remainder of this clause 5:

(i) The Missing Link shall deliver the goods and perform the services on the date or during the period specified in the quotation for delivery or otherwise as approved by The Missing Link in writing; and

(ii) delivery shall be affected at the site described in the Purchase Order;

(b) The Missing Link may deliver goods in any number of instalments;

(c) The Client must provide appropriate access for delivery and receipt of goods and services; and

(d) To the extent allowable by law, The Missing Link is not liable for:

(i) any delay in delivery of goods to The Client;

(ii) any delay in the provision of services to The Client; or

(iii) any loss (including consequential or indirect loss), damage or delay suffered by The Client or any third party arising from anything referred to in this clause 5.

(iv) delivery times given by The Missing Link are estimates only and to the extent possible by law, The Missing Link shall not be liable for late delivery;

6 Installation

If installation is specified in an approved Purchase Order, The Missing Link shall install the goods at the installation site specified in the Purchase Order on condition that The Client provides all reasonable assistance and access to facilities to enable The Missing Link to comply with its obligations under this clause.

7 Passing of Risk

(a) Risk of loss or damage to the goods ordered by The Client pursuant to a Purchase Order passes to The Client when the goods are received at the Client's premises, or any premises or warehouse nominated as the delivery location by The Client.

(b) The Client acknowledges and agrees that insurance of goods The Client orders from The Missing Link is The Client's responsibility and The Client releases The Missing Link from all and any liability in respect of any loss or damage sustained in connection with goods subsequent to the dispatch of the goods as referred to in clause 5.

8 Retention of Title

(a) Title to the goods ordered by The Client in a Purchase Order will not pass to The Client until all fees, charges and other amounts set out in The Missing Link's invoices issued to The Client have been paid in full and received by The Missing Link. Until that time:

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(i) The Missing Link:

(1) retains title to and property in the goods;

(2) may in accordance with this clause or s 123 of the Personal Property Securities Act 2009 (Cth) (the "PPSA") at any time enter The Client's premises or any premises where the goods are located without liability to any person for trespass or any resulting damages to repossess the goods; and

(3) may keep or resell any goods repossessed under this clause, in accordance with this clause, under s 128 of the PPSA or otherwise in any manner permitted by law;

(ii) The Client acknowledges and agrees that The Client:

(1) owes fiduciary duties to The Missing Link to retain the goods and protect the goods;

(2) must not claim any lien over the goods;

(3) must keep the goods separate from other goods;

(4) must label the goods so that they are identifiable as goods of The Missing Link;

(5) is a bailee of the goods and owes The Missing Link the duties and liabilities of a bailee;

(6) must not supply any of the goods to any party outside of The Client's usual or ordinary course of business;

(7) must not acquire and must not allow any third party to acquire any security interest in the goods; and

(8) must properly store and insure the goods.

(b) The Client and The Missing Link agree that without limiting The Missing Link's rights under these General Terms and Conditions, that these General Terms and Conditions constitute a security agreement for the purposes of s 20 of the PPSA wherein this clause 8 terms used shall have the meanings given to them under the PPSA and The Client agrees and acknowledges that, to secure the punctual payment of the Price for the goods ordered by The Client in The Client's Purchase Order(s), The Client grants a purchase money security interest (PMSI) to The Missing Link in the goods and The Missing Link may register its security interest in the goods on the Personal Property Securities Register established under s 147 of the PPSA each time goods are ordered by The Client under a Purchase Order or, at The Missing Link's option, The Missing Link may make a single registration on the Personal Property Securities Register in respect of all goods that may be ordered by The Client under these General Terms and Conditions. The Client agree to do anything that may be required by The Missing Link to register the security interest or PMSI granted to The Missing Link under these General Terms and Conditions on the Personal Property Securities Register.

(c) If The Client sells the goods or anything that incorporates any of the goods before paying The Missing Link in full, then The Client must:

(i) hold the proceeds of sale representing the price of the goods on trust for The Missing Link as soon as they are received, in a separate account not mingled with other money, and not place the monies resulting from the sale in an overdrawn account; or

(ii) pay the amount of the proceeds of the sale to The Missing Link as soon as they are received.

(d) Until The Client has effected full payment for the goods and any other goods and services that have previously been supplied to The Client by The Missing Link:

(i) The Client waives The Client's rights to receive a verification statement under s 157 of the

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Personal Property Securities Act (PPSA);

(ii) if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of these General Terms and Conditions, the parties agree: (a) to the extent that s 115(1) allows this, that the following provisions of the PPSA will not apply to the enforcement of that security interest: (i) s 95 (notice of removal of accession), to the extent that it requires the secured party to give notice to the grantor; (ii) s 120 (enforcement of liquid assets); (iii) s 125 (obligation to dispose of or retain collateral); (iv) s 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor; (v) s 132(3)(d) (contents of statement of account after disposal); (vi) s 132(4) (statement of account if no disposal); (vii) s 142 (redemption of collateral); and (viii) s 143 (reinstatement of security agreement); and (b) to the extent that s 115(7) allows this, that the following provisions of the PPSA will not apply to the enforcement of that security interest: (i) to require the provision of notice of disposal under s 129; (ii) s 132 (Secured party to give statement of account); (iii) s 134(2) (Proposal of secured party to retain collateral); (iv) s 135 (Notice of retention of collateral); and (v) s 137 (Persons entitled to notice may object to proposal);

(iii) The Client may not, without the prior written consent of The Missing Link, do or agree to do any of the following in respect of the goods (the "collateral"):

(1) sell, assign or otherwise dispose of the collateral;

(2) lease or license the collateral, or allow a surrender or variation of any lease or license;

(3) give control of the collateral to another person other than The Missing Link;

(4) part with possession of the collateral (including any chattel paper) other than by giving possession to The Missing Link;

(5) allow a set off or combination of accounts;

(6) change the nature of the collateral;

(7) abandon, settle, compromise, or discontinue or become nonsuited in respect of any proceedings against any person in respect of any of The Client's rights in connection with the collateral;

(8) exercise or waive any of The Client's rights or release any person from its obligations in connection with the collateral;

(9) allow any personal property to become an accession to, or commingled with, any property that is part of the collateral;

(10) move any collateral outside Australia;

(11) deal in any other way with the collateral or any interest in it, or allow any interest in it to arise or be varied; or

(12) demand, or permit any third party to demand from The Missing Link the registration of a financing change statement under the PPSA, or enter into or permit any third party to register a financing change statement, in respect of the collateral.

(iv) The Client and The Missing Link agree that if either The Client or The Missing Link receive a request to provide a copy of any security agreement in relation to the goods to any third party, The Client and The Missing Link agree not to disclose such information unless the information must be disclosed by law or The Missing Link determines that such information should otherwise be disclosed; and

(v) any time The Client makes any payment to The Missing Link, it may apply that payment

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to satisfy an obligation that is or is not secured under the PPSA or in any other way The Missing Link deems fit.

9 Professional Services

(a) Subject to the rights of The Missing Link's third party licensors in respect of any documents and other materials which are supplied in conjunction with any services delivered by The Missing Link to The Client (which shall remain unaffected by these General Terms and Conditions), The Client shall be licensed to use the copyright and other intellectual property rights in all materials used in the supply of the services, and the designs, software, systems, models, plans and all other outputs of the services, but only for The Client's internal business purposes and not for the benefit of any third party.

(b) The Missing Link reserves the right to reuse in any way it sees fit any documents and other materials including any programming tools, designs and techniques acquired or used by it in the performance of the services, and all outputs related thereto.

(c) The Client may not assign or sublicense any intellectual property rights referred to in paragraph (a) of this clause, without the prior written consent of The Missing Link.

10 Security Testing Services

(a) If The Missing Link provides Security Testing Services; defined for purposes of this clause as, the controlled execution of either a vulnerability assessment, password audit or penetration test, the client authorises The Missing Link to:

  (i) undertake the steps necessary to provide the Security Testing Services as detailed in the Statement of Work; and

  (ii) access The Client's systems to provide the Security Testing Services as detailed in the Statement of Work.

(b) The Client acknowledges that in order to provide the Security Testing Services as detailed in the Statement of Work, The Missing Link may:

  (i) access The Client's systems, including, but without limitation to, access to software, information and data stored on those systems including sensitive, confidential or protected information;

  (ii) circumvent and/or modify access controls;

  (iii) unintentionally change, erase or destroy information on The Client's systems; and

  (iv) cause disruption to The Client's systems or operations.

(c) Unless otherwise specified in the Statement of Work, the security of The Client's systems will remain the responsibility of The Client.

(d) The Client acknowledges that the information provided by The Missing Link to them in any report related to Security Testing Services is sensitive and confidential and these documents should be kept secure by The Client at all times.

(e) The Client will ensure that appropriate approval is provided to The Missing Link before Security Testing Services are provided, including approvals required by any third parties.

11 Liability

(a) If and to the extent possible by law, the liability of The Missing Link for services supplied by it is limited to the Price paid for the services; and in respect of goods supplied by it under these General Terms and Conditions, is limited at The Missing Link's option to either repairing any defects in the goods or replacing the goods, for twelve (12) calendar months after the goods have been delivered to The Client, so long as:

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(i) defects have arisen solely from faulty materials or workmanship;

(ii) the goods have not received maltreatment, inattention or interference;

(iii) accessories of any kind used by The Client in connection with the goods are manufactured by or approved by The Missing Link;

(iv) the seals of any kind on the goods remain unbroken; and

(v) the defective parts are promptly returned to The Missing Link.

(b) If the goods are not manufactured by The Missing Link the express guarantee of the manufacturer of those goods is accepted by The Client as the only express guarantee given to The Client in respect of the goods. The Missing Link agrees to assign to The Client on request made by The Client the benefit of any warranty or entitlement to the goods that the manufacturer has granted to The Missing Link under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is freely assignable.

(c) The Client releases The Missing Link from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by The Missing Link in which case The Missing Link's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with paragraph(a) hereof.

(d) To the extent possible by law, The Missing Link is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, assembly, installation or operation of the goods, or in any way relating to the services, or arising out of The Missing Link's negligence or in any other way whatsoever.

(e) Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are, to the extent possible by law, expressly excluded.

(f) The Missing Link's liability for a breach of a condition, guarantee or warranty implied by Pt 3–2 Div 1 of the Australian Consumer Law is limited, at The Missing Link's option, to:

(i) in the case of goods, any one or more of the following:

(1) the replacement of the goods or the supply of equivalent goods;

(2) the repair of the goods;

(3) the payment of the cost of replacing the goods or of acquiring equivalent goods;

(4) the payment of the cost of having the goods repaired; and

(ii) in the case of services:

(1) the supplying of the services again; or

(2) the payment of the cost of having the services supplied again.

(g) To the maximum extent permissible by law, The Missing Link shall not have any liability or responsibility to The Client resulting from any matter beyond its control or for any loss, damage or injury whether arising in contract, tort, equity or otherwise which does not flow directly or naturally (i.e. in the ordinary course of things) from a breach of these General Terms and Conditions. Without limiting the foregoing, The Missing Link shall not (where permissible by law) have any liability for indirect or consequential loss, loss of business or profits, loss of anticipated savings, loss of business opportunity, loss of sales, loss of revenue, reduction in share price, loss of any software, hardware or data, loss or waste of management or staff time, security violations or loss of goodwill incurred by The Client.

(h) The exclusions and limitations of liability in To the maximum extent permissible by law, The

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Missing Link shall not have any liability or responsibility to The Client resulting from any matter beyond its control or for any loss, damage or injury whether arising in contract, tort, equity or otherwise which does not flow directly or naturally (i.e. in the ordinary course of things) from a breach of these General Terms and Conditions. Without limiting the foregoing, The Missing Link shall not (where permissible by law) have any liability for indirect or consequential loss, loss of business or profits, loss of anticipated savings, loss of business opportunity, loss of sales, loss of revenue, reduction in share price, loss of any software, hardware or data, loss or waste of management or staff time, security violations or loss of goodwill incurred by The Client. of this clause, and elsewhere in these General Terms and Conditions shall apply to the fullest extent permissible at law, but The Missing Link does not exclude liability which may not be excluded by law. Without limiting the foregoing provisions, The Missing Link does not exclude liability arising under the Australian Consumer Law which is prohibited from being excluded.

12 Warranties

(a) Warranties:

(i) The goods or services supplied pursuant to these General Terms and Conditions come with implied warranties which are regulated by the Australian Consumer Law. The extent of the implied warranties depend on whether The Client is a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended.

(ii) Where The Client is a 'consumer' for the purposes of the Australian Consumer Law, The Missing Link is required to provide the following mandatory statement to The Client:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

(iii) If any goods or services supplied pursuant to these General Terms and Conditions are supplied to The Client as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended The Client will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the Competition and Consumer Act 2010 (Cth) is so conferred. However, if any goods or services supplied under these General Terms and Conditions to which a condition, warranty, guarantee, right or remedy are implied pursuant to the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, pursuant to s 64A of the Australian Consumer Law and similar provisions of any relevant state legislation, The Missing Link limits its liability for breach of any warranty, guarantee, right or remedy implied by the Australian Consumer Law or expressly given by The Missing Link to The Client in respect of such goods or services, where it is fair and reasonable to do so, at the option of The Missing Link, in accordance with clause 11(f) hereof. In order for The Client to claim under an implied warranty, guarantee, right or remedy provided by the Australian Consumer Law, or under an express warranty given by The Missing Link, The Client must provide written notice to The Missing Link with documentary evidence substantiating the claim, and, in respect of goods, must continue to use them only in accordance with the provisions of these General Terms and Conditions.

(iv) The non-excludable consumer guarantees in respect of the goods or services supplied under these General Terms and Conditions which are implied under the Australian Consumer Law are not limited by a defined period of time, but vary from product to

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product and service to service, depending on a range of factors such as the price of the product or service and the type of product or service.

(v) Upon receipt of a valid claim under an implied warranty, guarantee, right or remedy provided by the Australian Consumer Law, The Missing Link will contact The Client to arrange a suitable remedy.

(vi) The Client will be responsible for any expenses incurred in relation to an invalid claim under a non-excludable consumer guarantee provided by the Australian Consumer Law or in relation to any express warranty. The Client may claim reasonable expenses incurred in making a valid claim under such a guarantee or warranty by providing documentary evidence of the expenses to The Missing Link. In all other circumstances, The Client is responsible for the payment of expenses incurred in relation to any claim.

(vii) The Missing Link will not accept a warranty claim if a defect arises in connection with goods supplied pursuant to these General Terms and Conditions for reasons other than faulty or defective parts or workmanship.

(b) Warranty Claims:

The Missing Link may decline a warranty claim, including but not limited to, where goods supplied by The Missing Link to The Client are damaged:

(i) resulting from misuse of the goods, poor environmental conditions, accident, carelessness or interference with the internal workings of the goods;

(ii) resulting from the goods not being kept and operated in a proper and prudent manner in accordance with the recommendations of The Missing Link, or as a result of any use of the goods by persons who are not competent trained employees (or persons under their supervision) trained in the use of the goods, or where resulting from The Client, or any person under The Client's control, operating the goods in any way which is not recommended in the documentation;

(iii) due to The Client's failure to procure adequate power and a suitable physical environment for the operation of the goods, as specified in the documentation or recommended in writing by The Missing Link; or

(iv) resulting from The Client's, or any person under The Client's control, tampering with, reverse engineering, reconfiguring, repairing, servicing, relocating, modifying or otherwise performing maintenance, upgrades, applying fixes, bypasses, patches or conducting other works in respect of the goods.

(c) Repair or Replacement of Goods supplied by The Missing Link:

(i) Where The Missing Link elects to repair goods, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. In addition, where goods are repaired which are capable of retaining user-generated data, it is possible that the repair of the goods may result in loss of data.

(ii) Any warranty against defects provided by The Missing Link to The Client as a 'consumer' under the Australian Consumer Law is in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

(iii) Where The Client is not a 'consumer' for the purposes of the Australian Consumer Law:

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(1) the sole obligation of The Missing Link under these General Terms and Conditions is to use its best endeavours to supply the services and procure and install (where installation is agreed to be performed by The Missing Link) the goods at The Client's premises or to repair the goods or repair or replace (at The Missing Link's discretion) any part of the goods which is found to be defective during the period of warranty stipulated by the manufacturer of the goods and in no event shall The Missing Link be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the goods, and any indirect, special or consequential damages or injury to any person, corporation or other entity;

(2) all conditions, warranties, guarantees, rights and remedies implied in these General Terms and Conditions are excluded, to the extent possible; and

(3) The Client must pay the cost of repair to the goods, where any part of the goods requires maintenance or repair after the expiry of any express warranty period stipulated by the manufacturer of the goods or relevant part thereof.

13 Force Majeure Events

(a) No Liability

The Missing Link is not liable for any delay or failure to perform its obligations under these General Terms and Conditions to the extent that the delay or failure is due to a Force Majeure Event. A Force Majeure Event means in relation to a party, any circumstance beyond the reasonable control or contemplation of the party which results in the party being unable to observe or perform on time an obligation under these General Terms and Conditions, including:

(i) acts of God, including lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster;

(ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;

(iii) congestion, down-time, or non-operation of any telecommunication network;

(iv) data loss; or

(v) failure of any hardware, software, or services delivered to The Client by any third party.

(b) Obligations on Force Majeure Event

If The Missing Link is delayed by a Force Majeure Event:

(i) it must notify The Client of the circumstances of the Force Majeure Event and the likely impact on the performance of The Missing Link's obligations pursuant to these General Terms and Conditions; and

(ii) the performance of The Missing Link's obligations will be suspended to the extent that it is delayed or unable to perform its obligations.

(c) Termination for Force Majeure

(i) If a delay or failure by The Missing Link to perform its obligations due to a Force Majeure Event exceeds 60 days either party may immediately terminate these General Terms and Conditions by providing written notice to the other party.

(ii) If these General Terms and Conditions are terminated under this clause, The Missing Link must refund moneys previously paid by The Client under these General Terms and Conditions for goods and services not provided by The Missing Link to The Client, which

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shall, to the extent possible by law, constitute the entirety of The Missing Link's liability in respect of such termination.

14 Returns

(a) The Client must notify The Missing Link in writing of any goods it wishes to return within 14 days from the delivery date or invoice date, whichever is later.

(b) Any goods returned for credit must be in pristine and unopened condition with all seals intact. All inward freight will be the responsibility of the Client. The Missing Link is not liable for any cost of freight on returned product and will not accept responsibility for any damage or loss suffered by the Client.

(c) The Missing Link will not be liable for any damage or defects of the goods that have been caused through the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of the product.

(d) If the Client returns any goods, it must pay any re-stocking and cancellation fees charged by the supplier to The Missing Link.

15 Confidentiality

(a) Any quotations issued by The Missing Link are confidential to The Missing Link, including any pricing specified in the quotation. In addition, any technical information or technical solutions provided by or proposed by The Missing Link constitutes confidential information of The Missing Link, unless any such information is already in the public domain except where caused by a breach of The Client's obligations to The Missing Link.

(b) The Client must not disclose any confidential information of The Missing Link without The Missing Link's prior written consent, unless The Client is required to do so by law.

(c) The obligations in this clause are material and survive termination of these General Terms and Conditions.

16 Integrated Software, Standalone Software and SAAS Software

(a) In each item of software:

(i) integrated into any goods (the "Integrated Software");or

(ii) delivered by The Missing Link to the Client for installation by the Client, or required by The Missing Link or its suppliers to supply software-as-a-service (aka "cloud-based") services for the Client (the "Supplier Software"),

the copyright and other intellectual property rights are owned absolutely by the manufacturer of the goods or supplier of the services or licenses for The Missing Link, as applicable unless and to the extent a third party is identified by The Missing Link as the owner of the Integrated Software or supplier of the services or licenses as applicable (such manufacturer, supplier or third party shall be referred to in this clause 16 as "the software owner"). No assignment of any such rights is expressed or implied in these General Terms and Conditions.

(b) The performance by The Missing Link of its obligations under these General Terms and Conditions is in all respects conditional upon The Client entering into on the date of these General Terms and Conditions an end-user licence agreement with the software owner or The Missing Link or a third party on behalf of the software owner (a "Licence Agreement"), a copy of which is accessible via the Internet hyperlink(s) specified by The Missing Link and which governs the use by The Client of that item of Integrated Software or Supplier Software as applicable and as may be required by the software owner.

(c) The Client agrees with The Missing Link as a term of these General Terms and Conditions to be bound and abide by the terms and conditions of each such Licence Agreement and of any

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shrinkwrap, clickwrap or other software licence agreement, end user licence agreement, hardware licence agreement and other standard agreements of the manufacturer/vendor of the goods or supplier of the services or licenses.

(d) The Client agrees and acknowledges that in purchasing the goods from The Missing Link under these General Terms and Conditions that The Client is purchasing the media and/or the equipment on which such Integrated Software is recorded or embedded only.

(e) The Client agrees and acknowledges that nothing contained in these General Terms and Conditions shall be construed as an assignment or transfer of any copyright, design right or other intellectual property right in such Integrated Software, Software or Supplier Software, all of which rights are reserved by the software owner.

(f) The Client agrees and acknowledges that, except and to the extent as otherwise provided in the relevant Licence Agreement, The Client shall have only a non-exclusive and (except as provided in subclause 16 (h) below) non-transferable licence to use such Integrated Software or Supplier Software as applicable in the form in which it is supplied to the Client, or embedded in or integrated into the goods at the time of delivery to The Client as an integral part of the goods for use in conjunction with the goods but subject to the condition that the goods are used only for their intended purpose and such Integrated Software or Supplier Software is used for The Client's internal business purposes only.

(g) Except as expressly permitted by a Licence Agreement and save to the extent and in the circumstances expressly required to be permitted by law, The Client shall not rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of such Integrated Software or Supplier Software or use, reproduce or deal in such Integrated Software or Supplier Software or any part thereof in any way, or interface the Integrated Software with any other software. In respect of any such activities claimed to be made permissible by law, The Client undertakes first to make a prior written statement to The Missing Link and the software owner identifying the activity and stating why The Client believes it to be permissible, and to refrain from commencing any such activity until The Missing Link and the software owner shall each have had a reasonable opportunity to consider and thereafter give a response to The Client in respect of each such statement.

(h) Except to the extent prohibited by a Licence Agreement, The Client shall be entitled to transfer the benefit of the licence granted pursuant to the Licence Agreement ("the Licence") and the right to transfer the Licence in terms of this subclause 16 (h) to any purchaser of the goods provided the purchaser agrees before making such purchase to be bound by the terms of this clause 16. If the purchaser does not accept such terms then the Licence shall automatically and immediately terminate.

(i) The Licence: (a) in relation to Integrated Software, shall remain effective without limit in time until it is terminated in accordance with its terms or subclause 16 (h) or until The Client shall terminate it by erasing or destroying such Integrated Software; and (b) in relation to Supplier Software, shall remain effective until it expires or is terminated in accordance with its terms. The Licence shall also terminate automatically and immediately if The Client shall fail to abide by the terms of the Licence, or this clause 16. Upon termination of the Licence, for whatever reason, The Client shall, at The Client's sole cost and expense, deliver up to The Missing Link the media on which such Integrated Software or Supplier Software is recorded or embedded (and all copies thereof (if any) in The Client's possession) or, at The Missing Link's option, shall erase or otherwise destroy such Integrated Software or Supplier Software (and all copies thereof (if any) in The Client's possession) and shall certify to The Missing Link that the same has been done.

(j) To the extent of any inconsistency between the provisions of the Licence Agreements and the terms and conditions of this clause 16, the Licence Agreements shall prevail. It is The Client's

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responsibility to familiarise itself with the provisions of the relevant Licence Agreements, prior to submitting each Purchase Order to The Missing Link.

17 Privacy

If a party discloses to the other party personal information as defined in the Privacy Act 1988 (Cth), that party:

(a) receives that information in its capacity as the other party's agent;

(b) must:

(i) only use the information for the purpose of fulfilling its obligations under these General Terms and Conditions;

(ii) not otherwise use or disclose the information without the prior written consent of the other party; and

(iii) comply with the other party's requirements or directions in relation to the information.

18 Indemnity

The Client indemnifies The Missing Link against all and any loss and damage that may be incurred by The Missing Link as a result of any breach by The Client of these General Terms and Conditions.

19 Termination

(a) Termination by Either Party

A party may terminate these General Terms and Conditions immediately by written notice to the other party if:

(i) the other party:

(1) commits any breach of these General Terms and Conditions that is incapable of remedy;

(2) fails to remedy any breach of these General Terms and Conditions that is capable of remedy within thirty (30) days of notice of that breach having been given by the non-defaulting party to the other party;

(ii) an Insolvency Event occurs in relation to the other party; or

(iii) it becomes unlawful for the party to perform or comply with its obligations under these General Terms and Conditions.

For the purposes of this clause 19 (a), an Insolvency Event means an event by which a party:

(iv) is placed in or under any form of external administration including if a party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager;

(v) is made subject to any compromise or arrangement with any of its creditors or members or scheme for its reconstruction or amalgamation, otherwise than as a result of a voluntary corporate reconstruction;

(vi) is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party; or

(vii) has anything similar to any of the events in paragraphs (iv) to (vii) happen to it under the law of any applicable jurisdiction.

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(b) Termination for Non-Payment

The Missing Link can terminate these General Terms and Conditions on 14 days' notice if any amount owed under these General Terms and Conditions remains unpaid for 14 days or more.

(c) Consequences of Termination

On termination:

(i) The Missing Link will continue to provide goods and services that have been fully paid for, The Missing Link may cease providing goods or services under these General Terms and Conditions that have not been fully paid for;

(ii) The Client:

(1) must pay The Missing Link for:

(A) all unpaid work performed up to and including the termination date;

(B) all costs and expenses relating to goods or services obtained or ordered in connection with the provision of goods or services hereunder;

(iii) if The Client fails to comply with (1), The Missing Link may exercise a lien over any of The Client's property and related data, documentation and records The Missing Link holds in its possession or control pending The Client's fulfilment of its obligations under (1);

(iv) each party may pursue any additional or alternative remedies the law provides; and

(v) where The Missing Link has installed any equipment which The Client has not paid for, The Client must make immediately available for collection by The Missing Link any such equipment.

20 Personnel

The Client must not without The Missing Link's consent (which it may withhold at its discretion):

(a) during the period of these General Terms and Conditions; and

(b) for 12 months after delivery of any goods or services under these General Terms and Conditions,

directly or indirectly:

(c) employ or engage on any other basis; or

(d) offer employment or engagement to,

any of The Missing Link's employees or personnel who have been associated with the delivery of any goods and services to The Client by The Missing Link.

(e) If The Client employs or engages any person in breach of this clause, The Client must pay The Missing Link liquidated damages equal to the total payments The Missing Link made to the person for the person's services (as employee or contractor) in the six (6) months preceding termination of the person's employment or engagement by The Missing Link. The Client agree that this amount is not a penalty and is a reasonable estimate of the loss and damage The Missing Link will suffer as a result of The Client's breach.

21 Dispute Resolution

(a) Before commencing litigation in respect of any dispute relating to these General Terms and Conditions, the parties must attempt to resolve the dispute under the process in this clause.

(b) The process for settling disputes will be:

(i) a party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute;

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(ii) following receipt of the notice under paragraph (i) the parties to the dispute must seek to resolve the dispute by consultation between the managing directors of each party;

(iii) if the dispute is not resolved under paragraph (ii) within seven days or any further or any other period agreed to in writing by the parties the parties must refer the matter to the Australian Commercial Disputes Centre (ACDC) for mediation;

(iv) the mediation must be conducted under the ACDC Guidelines for Commercial Mediation operating at the time the dispute is referred to ACDC which set out the procedures to be adopted, the process of selection of the mediator and the costs involved, and are deemed to be incorporated into these General Terms and Conditions

(v) if the dispute has not settled within 28 days after appointment of the mediator, or any other period agreed to in writing by the parties, either party may commence legal proceedings.

(c) Nothing in this clause will prevent a party from seeking injunctive relief.

22 Notices

(a) Notices

(i) The Client's address for service of notices is set out on the first page of these General Terms and Conditions.

(ii) The Missing Link's address for service of notices is 9-11 Dickson Avenue Artarmon NSW 2064.

(iii) A party must promptly notify the other of any change to its address for service of notices.

(iv) A notice by a party:

(1) is taken to be given if it is made in writing and issued by the sender, and delivered by hand, post, facsimile or email;

(2) subject to clause 22 (a) (iv) (3) ***GST*** is taken as being received:

(A) if it is delivered by hand or courier - when actually delivered;

(B) if it is posted:

(1) in Australia to an address in Australia, on the 3rd Business Day after posting;

(2) in Australia to an address outside Australia, on the 7th Business Day after posting; or

(3) outside Australia to an address in or outside Australia, on the 7th Business Day after posting.

(C) if it is sent by facsimile, when the device through which the notice is sent reports that the notice has been sent. The report must be in readable form and capable of being reproduced on paper.

(D) if it is sent by email, upon receipt by the sender of a read receipt or delivery receipt from the recipient's email system, or upon receipt of a reply to the sender's email from the recipient copying in the original email sent by the sender.

(3) that is received or taken to be received under clause 21 (a) (iv) (2) on a day that is not a business day in Sydney or after 5.00pm on a business day in Sydney, is taken to be received on the next business day in Sydney.

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23 General

(a) The Client must not assign, licence, novate or otherwise transfer of any of The Client's rights or obligations under these General Terms and Conditions without the prior written consent of The Missing Link which The Missing Link may withhold at its absolute discretion.

(b) No term of these General Terms and Conditions is intended to confer a benefit on, or to be enforceable by, any person who is not a party to these General Terms and Conditions.

(c) To the extent possible by law, these General Terms and Conditions constitute the complete and exclusive statement of the agreement between The Missing Link and The Client, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of these General Terms and Conditions.

(d) The Client will sign any documents and do anything else that may be necessary or desirable to give full effect to these General Terms and Conditions.

(e) Provisions of these General Terms and Conditions which can, and are intended to, operate after termination, continue to have full force and effect.

(f) A waiver by The Missing Link of any of its rights under these General Terms or Conditions or existing at law does not constitute a release of The Client's obligation to observe and perform all of The Client's obligations to The Missing Link in the future.

(g) These General Terms and Conditions may not be varied, discharged or waived unless the parties sign a document to that effect.

(h) If any provision of these General Terms and Conditions or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of these General Terms and Conditions and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

(i) These General Terms and Conditions are governed by the law in force in New South Wales and the parties submit to the exclusive jurisdiction of the courts of or exercising jurisdiction in New South Wales.

(j) Each person who signs this document on behalf of a party declares that that person has no notice of the revocation or suspension of the power under the authority by which the person signs this document.

(k) Each party must do everything reasonably necessary to give effect to these General Terms and Conditions and the transactions contemplated by it, including the execution of documents.

(l) These General Terms and Conditions may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same document.

(m) To the extent allowable by law, The Missing Link will not be liable to The Client if the performance of its obligations is prevented or hindered due to any circumstances outside of its reasonable control.

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