



Master Service Agreement

Between

MindVision Interactive Pty Ltd T/A Yuldi

And

Our Customer

Production Date

1. Parties:

MindVision Interactive Pty Ltd T/A Yuldi

ABN 41 069 216 075

(Hereinafter referred to as "MindVision", "we", "us" or "our")

-and-

Our Customer

ABN Customer - ABN

(Hereinafter referred to as "the Client", "you" or "your")

2. Acceptance

- 2.1. This Agreement shall be binding on the parties from the first date that one of the following occurs (the "Effective Date"):
 - 2.1.1. both parties execute this Agreement (including electronically);
 - 2.1.2. the Client executes any Service Schedule or other document that references this Agreement;
 - 2.1.3. the Client accepts (including by email) a quotation, proposal, or order form that references this Agreement;
 - 2.1.4. the Client instructs MindVision (verbally or in writing) to commence providing any Services; or
 - 2.1.5. the Client pays any deposit or portion of any invoice issued by MindVision that references this Agreement.
- 2.2. If this Agreement is accepted under clauses 2.1(b) through 2.1(e), the version of this Agreement that is in force will be the version published on MindVision's website or otherwise provided to the Client at the time of acceptance.

3. Definitions and Interpretation

- 3.1. "Agreement" is as defined in clause 1.2.
- 3.2. "ACL" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 3.3. "Business Day" means a day that is not a Saturday, Sunday, or public holiday in Adelaide, SA, Australia.
- 3.4. "Change of Control" means, in relation to the Client, a change in the person or entity that ultimately controls the Client, including a change in the beneficial ownership of more than 50% of the voting rights or issued share capital of the Client.
- 3.5. "Client Data" means all data, information, content, and materials provided by the Client to MindVision for the purpose of receiving the services, or that is otherwise processed by MindVision on behalf of the Client under this Agreement.
- 3.6. "Client Insured Liability Cap" means \$2,000,000 AUD.
- 3.7. "Confidential Information" means:
 - 3.7.1. information that is by its nature confidential;
 - 3.7.2. information that is designated by a party as confidential;
 - 3.7.3. information that the other party knows or ought to know is confidential;
 - 3.7.4. information comprised in or relating to the Intellectual Property Rights of a party;but does not include information that:
 - 3.7.5. is or becomes public knowledge other than by breach of this Agreement;
 - 3.7.6. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - 3.7.7. is independently developed by the receiving party without reliance on the Confidential Information;
 - 3.7.8. is required to be disclosed by law (as contemplated by clause 9.6).
- 3.8. "Customer IP" has the meaning given in clause 6.3(c).
- 3.9. "Deliverables" means the materials, reports, software, documents, and other items to be provided by MindVision to the Client as specified in a Service Schedule.

- 3.10. "Force Majeure Event" means any event beyond the reasonable control of a party, including acts of God, fire, flood, war, riot, terrorism, industrial action, or failure of a utility service or transport network.
- 3.11. "Goods" means any hardware or other physical goods supplied by MindVision to the Client, as defined in clause 22.1.
- 3.12. "Intellectual Property Rights" includes all current and future copyright, trade marks, designs, patents, or other proprietary rights, whether registered or unregistered.
- 3.13. "Latent Condition" means any unforeseen physical condition, site characteristic, or state of existing systems (including legacy code, data, or infrastructure) that could not have been reasonably anticipated by MindVision at the date of this Agreement, and which materially impacts MindVision's ability to perform the Services or increases the cost of doing so.
- 3.14. "MindVision" means MindVision Pty Ltd (ABN 41 069 216 075), and any reference to "MindVision", "we", "us", or "our" shall be deemed to include any actions, communications, or services provided under its trading names "Yuldi" and "Yuldi Services".
- 3.15. "MindVision Insured Liability Cap" means \$2,000,000 AUD..
- 3.16. "MindVision IP" has the meaning given in clause 6.3(a).
- 3.17. "Personnel" means the employees, agents, and sub-contractors of a party.
- 3.18. "Personal Information" has the meaning given to that term in the Privacy Act.
- 3.19. "PPSA" means the *Personal Property Securities Act 2009* (Cth).
- 3.20. "Privacy Act" means the *Privacy Act 1988* (Cth) and any associated Australian Privacy Principles.
- 3.21. "Services" means the services to be provided by MindVision to the Client as described in a Service Schedule.
- 3.22. "Service Schedule" means a document (which may be titled "Service Schedule", "Order Form", or "Statement of Work") that is executed by both parties, which describes the Services and Deliverables to be provided by MindVision and references this MSA.

4. Term

- 4.1. This MSA commences on the Effective Date and continues until terminated in accordance with clause 10.

5. Warranties, Indemnities and Liability

5.1. MindVision Warranties

MindVision warrants to the Client that:

- 5.1.1. it will perform the Services in accordance with any service levels, specifications, or performance criteria expressly set out in the applicable Service Schedule;
- 5.1.2. the Deliverables will, in all material respects, conform to the specifications and requirements set out in the applicable Service Schedule;
- 5.1.3. it will comply with all laws applicable to its performance of the Services;
- 5.1.4. the Deliverables, as provided by MindVision and used by the Client in accordance with this Agreement, will not infringe the Intellectual Property Rights of any third party.

5.2. Mutual Indemnities

Each party (the "Indemnifying Party") indemnifies the other party (the "Indemnified Party") against any loss, damage, or expense (including reasonable legal costs) suffered or incurred by the Indemnified Party arising directly from:

- 5.2.1. any negligent act or omission or wilful misconduct of the Indemnifying Party or its Personnel under this Agreement;
- 5.2.2. any claim by a third party that the materials or content provided by the Indemnifying Party infringe the Intellectual Property Rights of that third party.

5.3. **Client Warranties**

The Client warrants and represents that:

- 5.3.1. it has the right to provide the Client Data to MindVision and that MindVision's use of the Client Data in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party; and
- 5.3.2. to the best of its knowledge, all Client Data and other information provided by the Client to MindVision is accurate and complete in all material respects, and MindVision is entitled to rely on such information.

5.4. **Liability for Client-Mandated Services**

The Client may, from time to time, require MindVision to use, integrate with, or access a specific third-party application, platform, service, or API that is not part of MindVision's Core Services ("Client-Mandated Service"). The Client agrees and acknowledges that:

- 5.4.1. MindVision has not vetted, audited, or approved such Client-Mandated Service;
- 5.4.2. MindVision makes no warranty as to the performance, security, or compliance (including with the Privacy Act) of such Client-Mandated Service; and
- 5.4.3. To the maximum extent permitted by law, MindVision will not be liable for any loss, damage, claim, data breach, or breach of the Privacy Act arising directly or indirectly from the use of, or integration with, such Client-Mandated Service.

5.5. **Liability for Compulsory Services & Platforms**

To deliver the Services, MindVision may be required to use non-negotiable third-party platforms governed by their own terms ("Compulsory Services"), including but not limited to the Apple App Store, Google Play Store, or specified payment gateways. The Client agrees and acknowledges that:

- 5.5.1. MindVision does not control such Compulsory Services or their terms; and
- 5.5.2. To the maximum extent permitted by law, MindVision is not liable for any loss, damage, claim, data breach, delay, or fee imposed by, or action of, any Compulsory Service.

5.6. Mutual Warranties

Each party warrants to the other that:

- 5.6.1. it has the requisite power and authority to enter into this Agreement;
- 5.6.2. its obligations under this Agreement are valid, binding, and enforceable.

5.7. Disclaimer of Other Warranties

Subject to clause 5.10, except for the express warranties set out in this agreement, all other warranties, representations, or conditions (whether express or implied) are excluded to the maximum extent permitted by law.

5.8. Exclusion of Indirect Loss

Subject to clause 5.10, to the maximum extent permitted by law, neither party will be liable to the other for any indirect, special, or consequential loss or damage, including any loss of profit, revenue, or business opportunity, arising out of or in connection with this Agreement.

5.9. General Limitation of Liability

- 5.9.1. Subject to clause 5.10, to the maximum extent permitted by law, and subject to clauses 5.9.2 and 5.10, the total aggregate liability of each party to the other for any and all claims, losses, or damages (whether in contract, tort including negligence, or otherwise) arising under or in connection with this Agreement shall be limited to the total fees paid or payable by the Client to MindVision under this Agreement in the 12-month period preceding the event giving rise to the first claim.
- 5.9.2. The limitation of liability in clause 5.7(a) does not apply to:
 - 5.9.2.1. liability that cannot be excluded or limited by law (such as for death or personal injury);
 - 5.9.2.2. liability arising from a breach of confidentiality under clause 9.

5.10. Insured Liability Cap

Notwithstanding clause 5.7:

- 5.10.1. the total aggregate liability of MindVision for all claims arising under the indemnities for negligence (clause 5.2.1) or intellectual property infringement (clause 5.2.1) shall be limited in aggregate to the MindVision Insured Liability Cap; and
- 5.10.2. the total aggregate liability of the Client for all claims arising under the indemnities for negligence (clause 5.2.1) or intellectual property infringement (clause 5.2.2) shall be limited in aggregate to the Client Insured Liability Cap.
- 5.10.3. The MindVision Insured Liability Cap may be increased upon the Client's written request, subject to MindVision's ability to procure additional insurance coverage and the Client's agreement to pay the associated fee.

5.11. Latent Conditions

- 5.11.1. MindVision shall not be liable for any failure, delay, or additional cost arising from a Latent Condition.
- 5.11.2. If MindVision encounters a Latent Condition, it must notify the Client as soon as practicable.
- 5.11.3. MindVision is entitled to a reasonable extension of time for any delay and a reasonable variation to its fees (to be agreed with the Client) to account for any additional work or cost incurred as a result of the Latent Condition. If the parties cannot agree on the variation, the matter shall be referred to dispute resolution under Clause 14.

5.12. Australian Consumer Law

- 5.12.1. Nothing in this Agreement (including this clause 5) is intended to exclude, restrict, or modify any non-excludable right or remedy of the Client under the ACL.
- 5.12.2. To the extent that the ACL permits MindVision to limit its liability for a breach of a Consumer Guarantee, MindVision's liability (at MindVision's option) is limited to:
 - 5.12.2.1. in the case of services: the re-supply of the services or the payment of the cost of having the services re-supplied; and
 - 5.12.2.2. in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods, or the payment of the cost of doing any of the same.

6. Intellectual Property Rights

6.1. General

- 6.1.1. Each party retains all of its pre-existing Intellectual Property Rights.
- 6.1.2. Where a party complies with 6.1.1, the other party grants a royalty-free, non-exclusive, non-transferable licence to use its pre-existing Intellectual Property Rights to the extent necessary for the other party to perform its obligations or receive the benefit of the Services under this Agreement.

6.2. Client Materials

- 6.2.1. The Client retains all Intellectual Property Rights in the Client Data.
- 6.2.2. The Client grants MindVision a royalty-free, non-exclusive licence to use, copy, and modify the Client Data for the sole purpose of providing the Services and Deliverables.

6.3. Intellectual Property in Deliverables

- 6.3.1. Unless expressly specified as "Customer IP" in an applicable Service Schedule, all Intellectual Property Rights in the Deliverables shall be owned by MindVision ("MindVision IP").
- 6.3.2. Subject to payment in full of all applicable fees, MindVision grants the Client a perpetual, royalty-free, worldwide, non-exclusive, non-transferable licence to use the MindVision IP solely for the Client's business purposes.
- 6.3.3. If a Service Schedule expressly states that certain Deliverables are "Customer IP", MindVision assigns all Intellectual Property Rights in those specific Deliverables to the Client upon payment in full.
- 6.3.4. For the avoidance of doubt, MindVision retains all Intellectual Property Rights in its underlying tools, methodologies, software, and pre-existing materials used to create the Deliverables.
- 6.3.5. MindVision agrees that it will not resell or re-use any Deliverables that are defined as "Customer IP" in a Service Schedule for any other client or purpose.

7. Sub-contracting

7.1. MindVision Subcontractors

MindVision may sub-contract the performance of any part of the Services to a third party, provided that MindVision:

- 7.1.1. obtains the Client's prior written consent (not to be unreasonably withheld); and
- 7.1.2. remains fully responsible to the Client for the performance of the sub-contractor.

7.2. Client-Mandated Subcontractors

Notwithstanding clause 7.1, if the Client requests, mandates, or requires the use of a specific subcontractor:

- 7.2.1. MindVision shall not be liable for any acts, omissions, defaults, or non-performance of that subcontractor; and
- 7.2.2. MindVision shall be relieved from its obligations under this Agreement to the extent that their performance is delayed, prevented, or dependent upon the performance of that subcontractor.

8. Staff

- 8.1. MindVision is responsible for all of its Personnel, including their conduct, remuneration, and all associated taxes and liabilities.
- 8.2. The parties agree that MindVision is an independent contractor, and nothing in this Agreement creates any relationship of employment, partnership, or joint venture.

9. Confidentiality

- 9.1. Each party (the "Receiving Party") must keep the other party's (the "Disclosing Party") Confidential Information confidential and must not disclose it to any third party, except as permitted by this clause 9.
- 9.2. The Receiving Party may disclose Confidential Information to its Personnel who have a need to know for the purposes of this Agreement, provided that such Personnel are bound by confidentiality obligations no less restrictive than those in this Agreement.
- 9.3. The Receiving Party must take all reasonable steps to secure and protect the Disclosing Party's Confidential Information from unauthorised access or disclosure.

- 9.4. Upon termination of this Agreement or on the Disclosing Party's request, the Receiving Party must return or (at the Disclosing Party's option) destroy all Confidential Information in its possession.
- 9.5. The obligation of confidentiality survives the termination of this Agreement.
- 9.6. A Receiving Party may disclose Confidential Information to the extent required by law or a binding order of a court or regulatory body, provided it first (to the extent legally permissible) notifies the Disclosing Party and provides reasonable assistance in seeking a protective order.

10. Termination

10.1. Termination for Convenience

- 10.1.1. Either party may terminate this MSA for convenience by providing 60 days' written notice to the other party, provided that such termination shall not be effective until all Service Schedules have expired or have been terminated in accordance with their respective terms (including payment of all applicable termination fees).
- 10.1.2. For the avoidance of doubt, this MSA shall remain in full force and effect so long as any Service Schedule remains active, and its terms shall continue to apply to any such active Service Schedule.

10.2. Termination for Cause

Either party may terminate this Agreement (or a specific Service Schedule) immediately by written notice if the other party:

- 10.2.1. fails to meet a material milestone or deadline as specified in the relevant Service Schedule and fails to remedy;
- 10.2.2. commits a material breach of this Agreement that is incapable of remedy;
- 10.2.3. commits a material breach of this Agreement that is capable of remedy, but fails to remedy the breach within 20 Business Days of receiving notice to do so; or
- 10.2.4. suffers an insolvency event.

10.3. Consequences of Termination

- 10.3.1. Upon termination, the Client must pay all fees due for Services performed and expenses incurred up to the effective date of termination.
- 10.3.2. Termination of this Agreement does not prejudice any rights or

remedies that have accrued to either party.

10.4. **Termination of Service Schedules**

A Service Schedule may include its own terms for termination (including termination for convenience and any associated termination fees). This MSA shall govern all other matters related to the termination of a Service Schedule not expressly detailed therein.

10.5. **Disengagement and Transition**

10.5.1. Upon termination or expiry of this Agreement or any Service Schedule, MindVision will, at the Client's written request, provide reasonable assistance to the Client to transition the Services to the Client or to a new third-party provider ("Disengagement Support").

10.5.2. The Client agrees to pay MindVision for all Disengagement Support at MindVision's standard commercial rates, plus any reasonable associated expenses.

11. Client Responsibilities

11.1. The Client agrees to cooperate with MindVision and to perform all tasks and responsibilities assigned to the Client under this Agreement or any Service Schedule in a timely and professional manner.

11.2. The Client shall provide MindVision with:

11.2.1. prompt and safe access to its premises, systems, and Personnel as reasonably required by MindVision;

11.2.2. all necessary Client Data, information, and approvals as reasonably required by MindVision to perform the Services; and

11.2.3. clear, timely, and accurate instructions and feedback.

11.3. The Client acknowledges that MindVision's ability to perform the Services is dependent on the Client's timely performance of its obligations.

12. Relief for Client Delays

If MindVision is delayed, hindered, or prevented from performing its obligations under this Agreement by any act or omission of the Client or its Personnel (a "Client Delay"):

- 12.1. MindVision shall not be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations;
- 12.2. any timelines or milestones for MindVision's performance shall be automatically extended by a reasonable period;
- 12.3. MindVision shall be entitled to charge the Client for any reasonable costs incurred as a result of the Client Delay, including costs for idle Personnel, re-work, or rescheduling; and
- 12.4. if a Client Delay continues for more than 10 Business Days, MindVision may, without limiting its other rights, suspend the performance of Services until the Client rectifies the delay. If MindVision exercises this suspension right, all of MindVision's obligations (including any service levels) under this Agreement are suspended, and MindVision may charge a reasonable commencement fee to resume Services, as specified in the relevant Service Schedule or, if not specified, as reasonably determined by MindVision.

13. Force Majeure

- 13.1. Neither party shall be liable for any failure or delay in performing its obligations (other than an obligation to pay money) if such failure or delay is caused by a Force Majeure Event.
- 13.2. The affected party must notify the other party as soon as practicable of the Force Majeure Event and take reasonable steps to mitigate its effects.
- 13.3. If a Force Majeure Event continues for more than 30 consecutive days, the non-affected party may terminate this Agreement by written notice.

14. Dispute Resolution

14.1. Negotiation

The parties must attempt to resolve any dispute arising out of or relating to this Agreement in good faith. A party must notify the other party of the dispute, and the parties' respective senior managers must meet within 10 Business Days to attempt to resolve it.

14.2. Expert Determination

14.2.1. If a dispute is not resolved under clause 14.1 and relates primarily to a technical matter (such as whether a Service or Deliverable meets a technical specification, or the cause of a technical failure), either party may refer the dispute to expert determination.

14.2.2. The parties will agree on a single independent expert in the relevant field. If they cannot agree within 10 Business Days, the expert will be appointed by the President of the Australian Computer Society or their nominee.

14.2.3. The expert's determination will be final and binding on the parties in respect of the technical matter in dispute, but not on matters of legal interpretation.

14.2.4. The costs of the expert determination will be borne as determined by the expert.

14.3. Mediation

If the dispute is not resolved under clause 14.1, and is not referred to expert determination under clause 14.2, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC), with such mediation to be held in Adelaide, Australia.

14.4. Litigation

Neither party may commence court proceedings (except for urgent interlocutory relief) until it has complied with this clause 14.

15. Governing Law and Jurisdiction

15.1. This Agreement is governed by the laws of South Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

16. General

16.1. Notices

Any notice under this Agreement must be in writing and sent to the other party's nominated email or physical address. A notice is deemed to have been received when the sender's email system confirms transmission, or 3 Business Days after posting.

16.2. Entire Agreement

This Agreement (including all Service Schedules and Referenced Documents) constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, and agreements.

16.3. Severability

If any provision of this Agreement is invalid or unenforceable, it will be severed, and the remaining provisions will continue in full force and effect.

16.4. Waiver

A waiver of any right under this Agreement is not effective unless it is in writing. A failure to exercise a right does not constitute a waiver.

16.5. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld).

16.6. Counterparts

This Agreement may be executed in any number of counterparts, including electronically, each of which is an original but all of which constitute one and the same instrument.

16.7. Change in Law

16.7.1. If a change in any law, regulation, or industry code ("Change in Law") requires MindVision to modify the Services or the terms of this Agreement, MindVision may provide the Client with written notice of the required variation.

16.7.2. Such variation will be limited to the minimum extent reasonably necessary to comply with the Change in Law.

16.7.3. If the Change in Law materially increases MindVision's costs of providing the Services, MindVision may, by notice, increase its fees by a reasonable and proportionate amount.

16.7.4. Any variation under this clause 16.7 will take effect 30 days after the notice is provided.

16.7.5. If a variation proposed under this clause 16.7 is materially detrimental to the Client (including any fee increase), the Client may terminate this Agreement (or the affected Service Schedule) by providing written notice to MindVision. Such notice must be given within 14 days of the Client receiving MindVision's notice of variation. Termination under this clause will be effective on the date the variation was proposed to take effect, and the Client will only be liable for fees up to the effective termination date.

16.8. Change of Control

16.8.1. The Client must notify MindVision in writing within 10 Business Days of any Change of Control.

16.8.2. Upon receiving notice of, or otherwise becoming aware of, a Change of Control, MindVision may, at its sole discretion, exercise its rights under clause 21.1 to re-assess the Client's creditworthiness, and may require new payment terms, a new credit application, or a guarantee from the Client's new ultimate holding company as a condition of continuing to provide the Services.

16.9. Time is of the Essence

Time is of the essence in relation to the Client's obligations under this Agreement, particularly in relation to the payment of fees (Clause 21) and the performance of Client Responsibilities (Clause 11).

17. Non-Solicitation

17.1. During the term of this Agreement and for a period of 12 months after its termination, neither party will, without the prior written consent of the other, directly or indirectly solicit, employ, or engage any Personnel of the other party who was involved in the provision or receipt of the Services.

17.2. This clause does not restrict a party from making general public advertisements for a role that is not targeted at the other party's Personnel.

18. Data

18.1. Privacy

Each party warrants that it will, in relation to any Personal Information used, stored, or disclosed under this Agreement, comply with the Privacy Act and all other applicable data privacy laws.

18.2. Aggregated Data

Notwithstanding clause 6.2 or clause 9, the Client agrees that MindVision may use, copy, and modify Client Data in an aggregated and de-identified form (such that it does not identify the Client or any individual) for its own internal business purposes, including to improve its services, for analytics, and for machine learning.

19. Insurance

19.1. During the term of this Agreement, MindVision will hold and maintain:

19.1.1. Public and Products Liability insurance for an amount not less than the MindVision Insured Liability Cap; and

19.1.2. Professional Indemnity insurance for an amount not less than the MindVision Insured Liability Cap.

19.2. MindVision will provide a certificate of currency for these policies to the Client upon reasonable written request.

19.3. The Client may request that MindVision procure additional or specific insurance coverage, such as naming the Client as an insured party. MindVision will use reasonable commercial efforts to procure such coverage, and the Client agrees to pay all reasonable costs and premiums associated with such requests.

20. Public Announcements

20.1. Subject to clause 20.2, neither party may make any press release, public announcement, or public statement in connection with this Agreement or the Services provided under it, without the prior written consent of the other party.

20.2. Clause 20.1 does not apply to any announcement required to be made by law or by the rules of any stock exchange, provided that the party making such an announcement must, to the extent practicable and legally permissible, consult with the other party on the content and timing of such announcement prior to its release.

21. Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Counter-Terrorism Financing

- 21.1. Each party warrants that it will:
- 21.1.1. comply with all applicable laws, regulations, and codes relating to anti-bribery, anti-corruption, anti-money laundering and counter-terrorism financing;
 - 21.1.2. not engage in any activity, practice, or conduct which would constitute an offence under such laws;
 - 21.1.3. maintain and enforce its own policies and procedures to ensure compliance with such laws; and
 - 21.1.4. promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Agreement.
- 21.2. A breach of this clause 21 shall be deemed a material breach of this Agreement under clause 10.2.2.

22. Invoicing and Payment

- 22.1. Prior to commencing any Services or at any time during the Term, MindVision may require the Client to complete and submit a credit application in a form acceptable to MindVision. MindVision may use the information from this application to assess the Client's creditworthiness and may, at its sole discretion, vary payment terms or require security (such as a bank guarantee) as a condition of providing or continuing Services.
- 22.2. MindVision will invoice the Client for fees and expenses in accordance with the relevant Service Schedule.
- 22.3. All fees are exclusive of GST unless otherwise stated. Where GST is payable, MindVision will issue a valid Tax Invoice.
- 22.4. The Client must pay all undisputed invoices within 14 days of the invoice date.
- 22.5. No Set-Off: The Client must pay all undisputed invoices in full by the due date, without any-deduction, set-off, or counterclaim. All payments are non-refundable.
- 22.6. Invoices must be sent to the Client's nominated accounts payable contact.
- 22.7. Payment must be made by electronic funds transfer to MindVision's

nominated bank account.

22.8. **Invoice Disputes**

22.8.1. If the Client disputes an invoice (or part of an invoice) in good faith, it must notify MindVision in writing, detailing the reasons, on or before the due date for payment of that invoice.

22.8.2. The Client must pay the undisputed portion of the invoice.

22.8.3. The parties will work together to resolve the dispute promptly.

22.9. **Late Payment**

If the Client fails to pay an undisputed amount by the due date, MindVision may:

22.9.1. charge interest on the overdue amount at a rate of 2% per month, calculated daily;

22.9.2. refer the debt to a collection agent;

22.9.3. suspend the provision of any further Services. If MindVision exercises this right, all of MindVision's obligations (including any service levels) under this Agreement are suspended, and MindVision may charge a reasonable recommencement fee to resume Services;

22.9.4. report any payment defaults to credit reporting agencies, subject to any requirements under the Privacy Act 1988 (Cth) and any other applicable laws.

22.10. **Costs**

22.10.1. Each party will bear its own costs in relation to the negotiation and execution of this Agreement.

22.10.2. The Client is responsible for any reasonable travel and accommodation expenses incurred by MindVision in the performance of Services, subject to prior approval.

22.10.3. Each party will pay any taxes or duties (other than GST) for which it is legally responsible.

22.10.4. The Client agrees to pay all costs and expenses (including reasonable legal fees and collection agency costs) incurred by MindVision in connection with the recovery of any undisputed amounts.

22.10.5. Certificate of Debt: A certificate signed by a director or chief

financial officer of MindVision stating the amount of any fees or other monies owing by the Client shall be, in the absence of manifest error, prima facie evidence of the amount of that debt.

22.11. Personal Guarantee and Liability

22.11.1. If MindVision requires, and the Client's representatives agree to provide a personal guarantee as part of a credit application under clause 22.1, then:

22.11.2. The Client agrees to procure that any person who signs such a personal guarantee (each a "Guarantor") is bound by the terms of that document.

22.11.3. Each such Guarantor shall be jointly and severally liable with the Client for all monies owed, including for all costs and expenses recoverable under 22.10.4, and agrees to be bound by the payment terms of this Agreement as if they were the Client.

23. Security Interest

23.1. **Retention of Title**

Where MindVision supplies any hardware or other physical goods ("Goods") to the Client, title to those Goods does not pass to the Client until MindVision has received payment in full for those Goods.

23.2. **Specific Security Interest**

A Service Schedule may specify that the Client grants MindVision a security interest (as defined in the PPSA) over specific Deliverables (such as software) to secure payment for those Deliverables.

23.3. PPSA

If MindVision registers a security interest under the PPSA (including a Purchase Money Security Interest for Goods supplied under 23.1), the Client agrees to do all things necessary to assist MindVision in perfecting its security interest.

23.4. The Client waives its right to receive any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.

Executed by the parties as an agreement

OPTION A: For a Client with two officers (Director/Secretary)

EXECUTED by **Our Customer** (ACN/ABN Customer - ABN) in accordance with section 127(1) of the *Corporations Act 2001*:

Signature of Director

Print Full Name

Date

Signature of Director/Company Secretary (*delete title which does not apply*)

Print Full Name

Date

OPTION B: For a Client with a Sole Director/Secretary

EXECUTED by **Our Customer** (ACN/ABN Customer - ABN) in accordance with section 127(1) of the *Corporations Act 2001*:

Signature of Sole Director and Sole Company Secretary

Print Full Name

Date

OPTION C: For a Client that is an Individual (or an individual trustee of a trust)

SIGNED by **Our Customer** (ABN Customer - ABN) (as an individual) or by the Trustee for the Our Customer (as a trust):

Signature of Client

Print Full Name

Date

SIGNED for and on behalf of **MindVision Interactive Pty Ltd T/A Yuldi** (ACN/ABN 41 069 216 075) by its authorised person:

Signature of Authorised Person

Print Full Name

Print Title/Position

Date