

RAMP HOLDINGS PTY LTD STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS & SERVICES

1. APPLICATION OF TERMS AND CONDITIONS

- 1.1. These terms and conditions are the only terms upon which Ramp is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) unless a separate contract is entered into between the Parties or unless these terms and conditions have been amended by mutual agreement in writing including by exchange of emails.
- 1.2. Each order by the Customer for the supply of Goods and Services from Ramp shall be deemed to be an offer by the Customer to purchase Goods and Services subject to these terms and conditions.
- 1.3. Where under this Contract, in addition to the Goods and Services, Ramp supplies to the Customer any software, the provision and use of such software shall be governed by the terms of a separate software licence agreement which shall be entered into between Ramp and the Customer. To the extent that there is any conflict between these Terms and Conditions and such software licence agreement, the terms of such software licence agreement shall prevail.

2. INTERPRETATION

In these terms and conditions:

Background Intellectual Property means the Intellectual Property owned or controlled by either Party existing at the date of the Contract or generated other than through the performance of work under this Contract and which is used in the provision of the Goods and Services;

Charges mean Ramp's charges for the provision of the Goods and Services including any GST or other similar taxes;

Contract means the written agreement concluded between Ramp and the Customer, including any Order, the Specification, and any other plans, drawings and other documents that are expressly incorporated into it, and incorporating these terms and conditions;

Customer means the party who purchases or agrees to purchase the Goods and Services;

Customer Resources has the meaning given in Clause 4.1;

Dispute has the meaning given in clause 20.1;

Disputant has the meaning given in clause 20.3;

Foreground Intellectual Property means Intellectual Property arising out of performance of any work under this Contract (but for the avoidance of doubt excluding Background Intellectual Property);

Goods and Services means any goods (**Goods**) and services (**Services**), articles, documents or other materials, and any data or other information which are stated in the Contract to be provided by Ramp to the Customer;

Initial Period has the meaning given in clause 20.3;

Intellectual Property means all patents, utility models, trade marks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; semi-conductor topography rights; database rights; rights protecting goodwill and reputation; know-how; inventions, secret formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world;

Order means a purchase order for Goods and Services issued by the Customer and accepted by Ramp subject to the terms and conditions of this Agreement;

Party means either of Ramp and the Customer as applicable, together being the Parties;

Project means the project proposed to be undertaken by the Customer to which an Order relates;

Proprietary Information means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise designated as confidential;

PPSA means the *Personal Properties Securities Act 2009* (Cth);

Ramp means Ramp Holdings Pty Ltd (registered in Australia, ABN number 86119934486) having its registered office 10 Stokes Ave Alexandria NSW 2015;

'Representative' means the General Manager, a Director or such other party nominated by a Party to be its representative;

ROT has the meaning given in clause 7.3;

Specification means the description, purpose and technical specification for the Goods and Services, as described by the product code detailed in the Contract; and

Trademarks means the trademark "Ramp" and any trademark registered in respect of the Goods and Services in Australia and any other unregistered trademarks owned by Ramp or by any of Ramp's suppliers in any jurisdiction.

3. SUPPLY OF GOODS AND SERVICES AND DELIVERY

- 3.1. Ramp shall supply the Goods and Services to the Customer. Unless otherwise stated in the Contract, the Goods and Services shall be delivered by Ramp EXW (**Ex Works**) at Ramp's place of business notified in the Contract.
- 3.2. The Customer shall be responsible for providing all appropriate instructions, documents, licences or authorisations in a timely manner to enable Ramp to deliver the Goods and Services.
- 3.3. If for any reason the Customer does not accept delivery of any Goods and Services when they are ready for delivery, then Ramp may store the Goods and Services and the Customer shall pay Ramp its reasonable charges in respect of such storage. In the event that such Goods and Services have not been collected by the Customer within sixty (60) days from receipt of notification from Ramp, Ramp may dispose of such Goods and Services at the Customer's expense.

- 3.4. The Customer shall notify Ramp of any damage to Goods and Services or shortfall in quantity within ten (10) days of delivery otherwise the Customer will be deemed to have confirmed that there is no damage to the Goods and Services.
- 3.5. Where Ramp is reselling Goods and Services the Customer will have no right to use or apply the Trademarks, without the prior written consent of Ramp or its supplier that owns the relevant Trademark. The Customer acknowledges that the Trademarks are owned by Ramp and Ramp's suppliers. For the purposes of promotional materials in respect of the Goods and Services, the Customer may use the Trademarks always subject to prior written consent of Ramp and on the condition that Customer may only refer to itself as the user of the Goods and Services. All goodwill in the Trademarks shall belong to Ramp.
- 3.6. Where the Goods and Services are subject to a patent application in any jurisdiction, the Goods and Services shall at Ramp's instruction include the statement Patent pending and include the relevant patent numbers as notified by Ramp and shall be scribed as appropriate by the Customer and at the Customer's cost to the Goods and Services.

4. CUSTOMER RESOURCES

- 4.1. The Customer will make available free of charge and risk to Ramp at the times stated in the Contract or otherwise in a timely manner all necessary personnel, materials, equipment and resources (**Customer Resources**) reasonably required by Ramp to supply the Goods and Services, and (to the extent applicable) the Customer shall, at its expense, remove any Customer Resources which are at Ramp's premises and which have not been incorporated into the Goods and Services, at the expiry or earlier termination of the Contract.
- 4.2. The Customer represents and warrants that it has the full right, authority and licence to enter into this Contract and to supply and disclose the Customer Resources and that any Customer Resource and its use by Ramp for the purpose of supplying the Goods and Services will not infringe the copyright or other intellectual property rights of any third party.
- 4.3. In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if the same are not in accordance with this Contract or are not fit for the purpose provided, then Ramp shall within a reasonable time notify the Customer of any delay or defect, including particulars of the same and the Customer shall as soon as reasonably practicable and at its own expense supply replacement Customer Resources or make good such defect. In such circumstances, Ramp may: (i) extend the period for delivery of the Goods and Services by a reasonable time; and (ii) adjust the Charges to meet any additional expenditure incurred by Ramp as a result of any such delay and the Customer shall pay such additional Charges forthwith.

5. PRICE AND PAYMENT TERMS

- 5.1. Ramp shall submit an invoice to the Customer for the full value of the Order, unless otherwise agreed between the Parties in writing or by exchange of emails, when a valid Order is received.

- 5.2. The Customer shall pay to Ramp the Charges in respect of the Goods and Services by bank transfer to a bank account nominated by Ramp within 7 days of receipt by Ramp's invoice in relation to the same.
- 5.3. Ramp will have no obligation to act upon the Order until such time that Ramp has received payment in full of the invoice referred to in clause 5.1 in cleared funds in relation to such Order.
- 5.4. Unless otherwise stated in the Contract, prices shown in the Contract are exclusive of any GST, sales tax or similar, and any taxes, duties or imposts chargeable thereon by any Government, Local Government or statutory body and other duties and taxes all of which shall be payable by the Customer as an additional charge.
- 5.5. If the Customer disputes any invoice or part thereof, the Customer shall within 7 days of receipt of the invoice notify Ramp in writing of the reasons therefore. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall use all reasonable endeavours to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 20 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to Ramp, together with any interest due under Clause 5.6.
- 5.6. If the Customer fails to pay Ramp any sum due pursuant to the Contract, the Customer will be liable to pay interest to Ramp on such sums from the due date for payment at the annual rate of 4% above the corporate loan reference rate from time to time of Commonwealth Bank of Australia, accruing on a daily basis until payment is made, whether before or after any judgment.
- 5.7. Whenever under the Contract any sum of money shall be recoverable from or payable by the Customer, Ramp may deduct the same from any sum then due to the Customer under the Contract or any other contract between Ramp and the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Nothing herein shall imply any change in ownership of Background Intellectual Property.
- 6.2. Subject to the rights of third party subcontractors of Ramp, all Foreground Intellectual Property shall be the property of Ramp.
- 6.3. Ramp hereby grants to the Customer a non-exclusive, royalty-free right and licence to use the Foreground Intellectual Property contained in the Goods and Services solely for the purpose of the Project.
- 6.4. All documents, drawings, designs information, data, software, databases, or information (and any copies thereof) provided by Ramp in relation to the Project are the exclusive property of Ramp. Upon request from Ramp, the Customer shall return to Ramp within 5 days of such request any such documents, drawings, designs information, data, software, databases, or information to the extent that they do not form part of the Goods and Services.
- 6.5. The Customer shall at Ramp's request (and shall procure that its employees, contractors, agents or officers) carry out all reasonable acts (including prompt signature of documents) necessary to fulfil the rights of Ramp under this Clause 6.

7. RISK AND TITLE

- 7.1. The Goods and Services shall be at the risk of the Customer from the time of delivery in accordance with Clause 3.
- 7.2. Until Ramp receives payment in full (in cleared cash or cleared funds) all sums due to it in respect of (i) the Goods and Services; and (ii) all other sums which are or which become due to Ramp from the Customer under the Contract, title in the Goods shall not pass to the Customer and Ramp reserves the right to take possession and dispose of Goods as it sees fit at any time.
- 7.3. The Customer agrees that Ramp's rights set out in clause 7.2 constitute a security interest within the meaning of the Personal Property Securities Act 2009 (Cth) (**PPSA**) (**ROT**).
- 7.4.
- 7.5. Ramp shall be entitled to recover payment for the Goods and Services notwithstanding that ownership of any Goods and Services have not passed to the Customer.
- 7.6. Prior to ownership of any Goods and Services passing to the Customer, the Customer grants Ramp, its agents and employees an irrevocable licence at any time to enter any premises, on reasonable notice, where such Goods and Services are or may be stored in order to inspect them, or, to recover them.
- 7.7. The Customer agrees that sections 95, 130, 132, 135 and 143 of the PPSA will have no application to this Contract and the Customer waives its rights under section 157 of the PPSA to receive a notice under that section.
- 7.8. The Customer grants consent to Ramp to register the ROT as a security interest for the benefit of Ramp.
- 7.9. The Customer agrees that a certificate purporting to be signed by an officer of RAMP identifying Goods as unpaid for shall be conclusive evidence that the Goods have not been paid for and of Ramp's title to those Goods.

8. RAMP PERSONNEL

- 8.1. The Customer undertakes during the term of the Contract and for two years after completion or earlier determination of the Contract not to and not to procure any other persons or entity to solicit or make an offer of employment (or an offer for services) to any Ramp employee, consultant, officer or agent engaged in performance of work under this Contract.

9. WORK PERFORMED ON RAMP'S OR CUSTOMER'S PREMISES

- 9.1. The Customer's employees, consultants, agents and representatives shall abide by such regulations, including security and health and safety regulations, as are applicable to their presence on Ramp's premises. A copy of those regulations will be available from Ramp on demand.
- 9.2. Ramp shall have the right to require the removal from its premises of anyone not complying with such regulations and reserves the right to refuse entry to its premises to any person whom it considers unsuitable.
- 9.3. Where the Contract requires Ramp to perform work at the Customer's premises, the Customer shall be responsible for arranging, in good time, all permits, licences or other permissions

necessary to enable Ramp's employees, consultants, agents and representatives to gain access to, and perform the work at, such premises. Ramp's employees, consultants, agents and representatives working on the Customer's premises shall abide by such regulations provided in writing by the Customer to Ramp.

10. WARRANTY

- 10.1. Ramp warrants that at the time of delivery the Goods and Services supplied shall be substantially in accordance with the Specification and any plans, drawings and other documents expressly incorporated into this Contract. Notwithstanding the generality of the foregoing, RAMP MAKES NO WARRANTY THAT ALL OR ANY OF THE GOODS AND SERVICES WILL BE SUITABLE TO ENABLE THE CUSTOMER TO ACHIEVE ANY PARTICULAR PURPOSE EVEN WHEN SUCH PURPOSE HAS BEEN NOTIFIED TO RAMP.
- 10.2. Ramp makes no warranty that all or any of the Goods and Services will not infringe the rights of any third party.
- 10.3. Ramp makes no warranty regarding the use of all or any of the Goods and Services by the Customer. Further, Ramp makes no warranty in relation to any use of the Goods and Services by any third party who has obtained such Goods and Services directly or indirectly from the Customer and the Customer hereby indemnifies Ramp from and against any claims against Ramp arising from or relating to any use of the Goods and Services in this regard.
- 10.4. Subject to Clause 10.5 below, if any defect or fault is found to exist in the Goods and Services within a period of twelve (12) months from delivery of the Goods and Services caused as a direct result of the performance of work by Ramp under this Contract, Ramp shall at its option either (i) repair or replace any Goods and Services (or the defective part) or (ii) refund such proportion of the Charges paid to Ramp by the Customer for the Goods and Services as is reasonable, PROVIDED THAT, if Ramp so requests, the Customer shall, at the Customer's expense and within a reasonable period, return any Goods and Services or the part which is defective to Ramp.
- 10.5. Ramp shall only be liable for a breach of the warranty in Clause 10.1 if:
 - 10.5.1. the Customer gives written notice of the alleged breach to Ramp within ten (10) days of the time when the Customer discovers or ought to have discovered it and in any event no later than ten (10) days after the expiry of the warranty period stated in Clause 10.4; and
 - 10.5.2. Ramp is given a reasonable opportunity after receiving the notice of examining any relevant Goods and Services and the Customer (if asked to do so by Ramp) returns them to Ramp's place of business, at the Customer's cost and within a reasonable period, for an examination by Ramp to take place there; and
 - 10.5.3. the Customer does not make any further use of the relevant Goods and Services after giving such notice; and
 - 10.5.4. Any markings placed on the Goods and Services by Ramp has not been erased or removed from the Goods and Services; and
 - 10.5.5. the defect did not arise because

- i) the Customer failed to follow Ramp's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and Services or (if there are none) good trade practice, or
- ii) the Customer integrated the Goods and Services with the Customer's products, or
- iii) the Customer, altered or repaired any Goods and Services without the prior written consent of Ramp; or
- iv) of fair wear and tear or due to misuse; and

10.5.6. there are no sums due and outstanding under the Contract at the date of any breach of the warranty which the Customer has failed to make payment of in accordance with the Contract.

10.6. Where Ramp supplies, under this Contract, any Goods and Services supplied by a third party, Ramp does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible and legally able to do so, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the party supplying the Goods and Services to Ramp.

10.7. THE CUSTOMER ACCEPTS THAT THE EXPRESS BENEFITS OF THE WARRANTY GRANTED UNDER THIS CONDITION 10 SHALL BE THE CUSTOMER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY EXPRESSED OR IMPLIED WHETHER STATUTORY OR OTHERWISE IN RESPECT OF THE SUPPLY OF GOODS AND SERVICES UNDER THIS CONTRACT.

11. DELAY IN DELIVERY

11.1. Ramp shall use its reasonable endeavours to achieve any dates agreed for delivery, but shall be under no liability for any failure to achieve such dates.

12. LIMITATION OF LIABILITY

12.1. The following provisions set out the entire and maximum financial liability of Ramp (including any liability for the acts or omissions of its employees, consultants, agents and sub-contractors) to the Customer in respect of:

12.1.1. any breach of the Contract; and

12.1.2. any representation, statement or tortious act, omission, breach of statutory duty or implied term, including but not limited to negligence arising under or in connection with the Contract.

12.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3. Nothing in the Contract shall exclude or limit the liability of Ramp for;

12.3.1. fraud committed by Ramp (including fraudulent misrepresentation); or

12.3.2. any other matter which it would be illegal, or in breach of any statutory provision, for Ramp to exclude or attempt to exclude its liability for.

12.4. Subject to Clause 12.3, Ramp's aggregate liability in contract, tort (including but not limited to negligence or breach of statutory duty or implied term), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited

to the Charges paid under the relevant Order of the Contract pursuant to Clause 5 to which the Customer's claim relates.

12.5. Subject to Clause 12.3, Ramp shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other action of the Customer, its employees, consultants, agents or contractors or a breach by the Customer of this Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Contract.

13. DESCRIPTION

13.1. Except to the extent that they form part of the Specification or are expressly incorporated into this Contract, all drawings, descriptive matter, specifications and advertising issued by Ramp and any descriptions or illustrations contained in Ramp's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of this Contract.

14. SAFETY

14.1. The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to Ramp of any health or safety hazards associated with any Customer Resources and/or Customer facilities used by Ramp in connection with the supply of Goods and Services.

14.2. Ramp reserves the right to inspect any Customer Resources which Customer wishes to deliver to any Ramp premises and to refuse them entry if Ramp considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property.

14.3. The Customer shall meet any reasonable costs incurred by Ramp resulting from the rejection of such Customer Resources by Ramp and Ramp shall not be liable for any costs or delays to the Contract resulting from any decision under this Clause.

14.4. Ramp may at any time make any changes to the Goods and Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods and Services. Ramp shall within a reasonable time notify the Customer that such changes have been made. In the event that changes are made to the Goods and Services resulting from safety or other statutory requirements which become effective after the date of this Contract, then the reasonable charges associated with such change shall be to the Customer's account and Ramp shall be entitled to a reasonable extension of time for delivery of the Goods and Services.

15. COMMERCIAL CONFIDENTIALITY

15.1. Without prejudice to the rights of either Party arising elsewhere in the Contract, all Proprietary Information exchanged between the Customer and Ramp (including that contained in any

Customer Resources and the Goods and Services) shall be treated as commercially confidential in accordance with this Clause.

- 15.2. Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, consultants, agents or sub-contractors who need to know the information for the purposes of the Contract) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, consultants, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.
- 15.3. The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Contract but shall not apply to information which:
 - 15.3.1. is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under this Agreement);
 - 15.3.2. is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;
 - 15.3.3. becomes known to the receiving Party without restriction from an independent source having the right to convey it;
 - 15.3.4. is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party;
- 15.4. Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal. PROVIDED THAT:
 - 15.4.1. the receiving Party first gives the other Party, where possible, the opportunity to make the necessary disclosure;
 - 15.4.2. where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required and is made under maximum possible constraints of confidentiality; and
 - 15.4.3. the other Party is provided with full information on the disclosure made
- 15.5. This Clause shall not apply to the disclosure of any Proprietary Information contained in any Goods and Services to the extent that such disclosure is reasonably necessary for the exercise by the Customer of the right referred to in Clause 6.3.
- 15.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause 15.

16. TERMINATION FOR BREACH

- 16.1. Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the Terminating Party) may at any time by written notice terminate the Contract if;

- 16.1.1. the other Party is in breach of any material obligation under the Contract and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty(30) days of written notice to that Party; or
 - 16.1.2. any distress, execution or other process is levied upon any of the assets of the other Party; or
 - 16.1.3. the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party s undertaking or assets; or
 - 16.1.4. the other Party ceases or threatens to cease to carry on its business.
- 16.2. Where Ramp terminates the Contract under this Clause, the Customer shall within seven (7) days pay to Ramp: (i) all outstanding payments invoiced by Ramp under the Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by Ramp arising out of or resulting from termination, including but not limited to suppliers and sub-contractors cancellation charges; and (iv) a sum in respect of the profits which Ramp would have made under the Contract but for its termination.
- 16.3. The provisions of Clauses 4.2, 5.7, 6, 8,12, 14, 15, 18, 23 and 24 shall survive termination of this Contract together with any other provision which by the nature of its terms is implicitly intended to survive termination.

17. FORCE MAJEURE

- 17.1. Ramp shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of Ramp, which shall include but not be limited to the following:
- 17.2. any act of God, terrorism, fire, flood, explosion, accident, endemic, war, governmental actions, strikes, civil disturbance, strike or lock-out, or emergency;
- 17.2.1. any major plant or equipment failure which results in closure of a facility; or
 - 17.2.2. the postponement of any trial or test as a result of adverse weather or unsafe conditions.
- 17.3. In the event of failure or delay arising from such circumstances, Ramp will provide full details to the Customer and shall take all reasonable steps to mitigate the effect of the delay. Except for Condition 5 hereunder, performance of the Contract shall be suspended for such time as the delay continues.
- 17.4. either Party may terminate this Contract upon written notice to the other Party and if the event of Force Majeure lasts more than 180 days or renders the continuation or completion of the Contract impossible. In such event the Parties shall, subject to the provisions of Clauses 6 (Intellectual Property Rights) and 15 (Commercial Confidentiality), be released from all obligations under the Contract and the Customer shall pay to Ramp within seven (7) days: (i) all outstanding payments invoiced by Ramp under the Contract at the date of termination; and (ii) in addition a

fair and reasonable price for work done or in progress but not invoiced for at the date of termination.

18. ASSIGNMENT

18.1. The Customer shall not be entitled to assign any rights under the Contract or any part of it without the prior written consent of Ramp.

18.2. Ramp may assign any rights under the Contract or any part of it to any person, firm or company.

19. PUBLICITY

19.1. Neither the Customer nor Ramp shall without the prior written consent of the other Party; (i) make use of the other Party's name; (ii) make use of the name of any of the other Party's personnel, customers or agents; (iii) make use of any information obtained under the Contract for publicity purposes; or (iv) refer to the other Party or the Contract in any advertisement.

20. DISPUTE RESOLUTION

20.1. A party will not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Contract ('**Dispute**') unless it has complied with this Clause 20.

20.2. A party claiming that a Dispute has arisen must notify the other Party in writing, giving details of the Dispute.

20.3. During the twenty-one (21) day period after a notice is given under sub-clause 20.2 (or longer period agreed in writing by the parties to the Dispute) ('**Initial Period**') a Representative of each party to the Dispute ('**Disputant**') must use its best efforts to resolve the Dispute.

20.4. If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of New South Wales, at the request of any Disputant, to:

20.4.1. a mediator agreed on by the Disputants; or

20.4.2. if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, a mediator nominated by the then current chairman of LEADR or the chairman's nominee.

20.5. The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.

20.6. Any information or documents disclosed by a Disputant under this clause 20:-

20.6.1. must be kept confidential; and

20.6.2. may not be used except to attempt to resolve the Dispute.

20.7. Each Disputant must bear its own costs of complying with this Clause 20 and the Disputants must bear equally the costs of any mediator engaged.

20.8. If in relation to a Dispute a Disputant breaches any provision of sub-clause 20.1 to 20.6, the other Disputant need not comply with sub-clause 20.1 to 20.6 in relation to that Dispute.

21. EXPORT LICENCES

- 21.1. Ramp shall use reasonable endeavours to obtain all necessary export or other licences, consents, clearances and/or authorisations (together, the Export Licences) required in order to sell and export the Goods and Services.
- 21.2. The Customer shall, at its own cost and expense, assist Ramp in obtaining an end-user certificate, undertaking or such other information as shall be reasonably required by Ramp to pursue any application for Export Licences.
- 21.3. In the event that such Export Licences are not granted or are revoked, then:
- 21.3.1. such event shall be deemed to be a Force Majeure event under Clause 17 and Ramp shall have no liability to the Customer for completing the sale of any Goods and Services affected by such Export Licences, or for any loss, expense or damage whatsoever suffered by the Customer; and
- 21.3.2. notwithstanding Clauses 16.1 and 21.3.1, Ramp may, by notice in writing to the Customer, immediately terminate this Contract or any part of it relating to the Goods and Services in respect of which the Export Licences have not been granted or have been revoked.

22. NOTICES

- 22.1. A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post or by facsimile to the Company Secretary at Ramp's registered office with a copy to the Commercial Manager at the address set out in Schedule 1 hereto or (as the case may be) to the address of the Customer shown in the Contract or to such other address as either Ramp or the Customer (as the case may be) may substitute by notice to the other Party.
- 22.2. Notice shall be deemed given:
- 22.2.1. if sent by first class post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending;
- 22.2.2. if delivered by hand: on the day of delivery;
- 22.2.3. if sent by facsimile : at the time of transmission, upon the sending Party receiving a transmission receipt confirming the successful transmission of the facsimile.

23. MISCELLANEOUS

- 23.1. No amendment to this Contract shall be effective unless signed on behalf of both Parties or an amendment is set out in an exchange of emails between the CEO of the Parties.
- 23.2. Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.
- 23.3. The Contract constitutes the entire agreement between the parties in connection with its subject matter and neither Party has relied on any representation or promise except as expressly set out in the Contract.
- 23.4. If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of

such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

24. GOVERNING LAW AND JURISDICTION

24.1. The Contract shall be governed by and construed in accordance with the laws of New South Wales **(NSW)**.

24.2. Each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of NSW PROVIDED THAT each Party shall have the right to enforce a judgment of the Courts of NSW in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.