



MASTER SERVICES AGREEMENT

SERVICE PROVIDER (AWEX, we, our or us)
Australian Wool Exchange Limited ACN 061 495 565 (AWEX)

CUSTOMER (you or your)

OVERVIEW

- A. We are a leading provider of services in the wool industry
- B. Our services are aimed at:
 - a. providing an internationally competitive system for the fair, efficient and informed trading of Australian wool;
 - b. facilitating self-regulation amongst market participants; and
 - c. maintaining industry standards and compliance.
- C. You wish to engage us to provide certain Services from time to time.
- D. We agree to supply, and you agree to accept, the Services on the terms and conditions set out in this document.

KEY DETAILS

- 1. This MSA is a master services agreement under which we may provide Services to you as set out in a Product Schedule. This MSA commences on the Effective Date of the applicable Product Schedule. This MSA will continue for a period of 24 months after the expiration or termination of the last Product Schedule entered into under it, on which date this MSA automatically expires (MSA Term).
- 2. A Product Schedule may contain additional terms which apply to a Service and will be set out in the applicable Product Schedule.
- 3. The Execution date for this MSA is the execution date set out in the Applicable Product Schedule.

TERMS & CONDITIONS

1. Master Services Agreement

- 1.1 This document is a master services agreement (**MSA**) under which we may supply Services to you as set out in a Product Schedule.
- 1.2 This MSA commences on the Effective Date.
- 1.3 This MSA will continue in full force and effect for a period of 24 months after the expiration or termination of the last Product Schedule entered into under it, on which date this MSA automatically expires.

2. Term

- 2.1 This agreement commences on the Effective Date and will continue until it is validly terminated in accordance with clause 18.

3. Supply of Services

- 3.1 We will supply the Services to you for the Term.
- 3.2 We grant you a non-exclusive, non-sublicensable, non-transferable, revocable, limited licence to use the Service for the Term solely for your internal business purpose and any other permitted purpose set out in the applicable Product Schedule, subject to any terms set out in this MSA or a Product Schedule (**Licence**). You acknowledge and agree that:

- (a) the Licence is not granted to any person other than you, and your Related Bodies Corporate; and
- (b) you will not sub-contract, sub-licence, resell, transfer or otherwise grant access to a Service to any person, other than your Related Bodies Corporate,

except as expressly agreed by us in writing.

- 3.3 If we provide consent in accordance with clause 3.2:
- (a) the other person must comply with the terms of this MSA and the applicable Product Schedule as if it were you; and
 - (b) you will remain primarily liable for that person's acts and obligations under this MSA and the Product Schedule.

- 3.4 Support services (if any) will be provided in accordance with the terms of the applicable Product Schedule.

4. Variation

- 4.1 We may vary the terms of a Product Schedule by giving you at least 30 days' written notice. If you do not agree with such change, you may terminate the impacted Product Schedule within such 30 day period.

5. Your Use of the Services

- 5.1 Unless expressly permitted in this MSA or the applicable Product Schedule, you must not and must not attempt to (directly or indirectly):
- (a) resupply, resell, repackage or otherwise reuse, copy, download, upload, modify, translate, adapt, make any improvement or enhancement to or in any other way reproduce, a Service;
 - (b) incorporate any Information in a database, marketing list or report;
 - (c) use the Services to generate any statistical, comparative or other information that may be provided to any third party (including as the basis for providing recommendations to others);
 - (d) reverse engineer, derive the source code or, tamper with any Service;

- (e) circumvent any technological measures that are designed to prevent unauthorised use or access to any part of a Service;
- (f) engage in any form of systematic extraction of all or part of any Service, including the use of "screen-scraping", "bots" and "spiders";
- (g) knowingly introduce any virus, worm, trojan or other harmful or malicious code into any Service or otherwise knowingly corrupt, degrade or disrupt any Service; or
- (h) voluntarily produce any Information in legal proceedings, unless required by law; or
- (i) remove, alter, obscure or deface any:
 - (i) patent, copyright, trademark, or proprietary rights notices of us or our licensors;
 - (ii) trade mark, service mark, get up, logo or branding, proprietary or restricted use legend; or
 - (iii) disclaimer, warning, instruction or advisory notice,

which are contained in or affixed to the Service, User Documentation or any other Materials provided under this agreement.

5.2 You must:

- (a) use the Services only in accordance with applicable laws and regulations;
- (b) in accordance with all personalised means of access, security codes and devices necessary to access the Services (including any user name password, Wool Industry Organisation Code or other unique identifier) (collectively referred to as **Codes**);
- (c) implement and maintain reasonable security measures and safeguards in relation to your use of the Services;
- (d) not permit the Services to be accessed by anyone other than Authorised Users and you must provide us with an accurate written list of the Authorised Users from time to time at our reasonable request;
- (e) take reasonable steps to ensure that all security and access credentials and identifiers are kept confidential and secure and are not transferred between Authorised Users or disclosed to any other person;
- (f) take reasonable steps to protect the Services from unauthorised use, alteration, adoption, modification, reproduction, access, publication and distribution;
- (g) only use the Services on hardware, network and software that meets the minimum specifications specified in a Product Schedule;
- (h) comply with our reasonable directions from time to time in relation to the Services; and
- (i) procure that your Authorised Users comply with the terms of this MSA and each Product Schedule.

6. Fees, Invoicing & Payment

- 6.1 You must pay us the fees for the Services as set out in a Product Schedule (**Fees**) plus any applicable tax in accordance with the Tax Laws.
- 6.2 We will invoice you in accordance with the applicable a Product Schedule. Each invoice will be a valid tax invoice for the purposes of the Tax Laws. All rebates, discounts or other reductions will be calculated on the tax exclusive price.
- 6.3 You must pay each undisputed invoice within 15 days from the date of that invoice.
- 6.4 The Fees must be paid in full without deduction, withholding, set off or counterclaim.
- 6.5 If there is a bona fide dispute about whether any Fees are payable by you, you may withhold the portion of the invoiced amounts in dispute until the dispute is resolved.
- 6.6 If any undisputed Fees remain unpaid for more than 10 Business Days beyond their due date, provided we have notified you in writing of this default and permitted you a further 5 Business Days from the receipt of such notice to pay, if such undisputed Fees remain outstanding after the expiry of that 5 Business Day period we may (without limiting our rights or remedies and to the extent permitted by law):
- immediately suspend the supply of any Service to you;
 - treat all outstanding Fees and amounts (**Debt**) as immediately due and payable;
 - charge interest at Reserve Bank of Australia cash rate on the Debt from the due date of payment until the date the Debt is paid;
 - immediately terminate this MSA and any Product Schedule;
 - take action to recover all Debt owing to us, including all reasonable costs and expenses incurred in recovering such amounts;
 - list information about the default with any credit reporting body; and
 - register or secure our interest in the Debt.
- 6.7 Any right to change or modify the Fees for a particular Service is set out in the applicable Product Schedule.

7. GST

- 7.1 Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- 7.2 Unless otherwise specified, all amounts payable under this agreement are exclusive of GST and must be calculated without regard to GST.
- 7.3 If a supply made under this agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- 7.4 The recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.

- 7.5 If there is an adjustment to a taxable supply made under this agreement, then the Supplier must provide an adjustment note to the Recipient.

- 7.6 The amount of a party's entitlement under this agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses, or liabilities.

8. Services Data

- 8.1 In order for us to provide the services we may need to collect data from you or a third party or we may generate Services Data and you agree that we can use this data to perform our obligations under this MSA as specified in the applicable Product Schedule.

- 8.2 We acknowledge that each AWEX, you and third parties may all have interests in the Services Data.

- 8.3 We must ensure that:

- subject to clause 9.2 and 9.4, third parties do not gain online or physical access to Services Data; and
- we take all reasonable measures to ensure that all data in our possession or to which we have access is protected at all times from access, modification, deletion, copying, use or damage by any unauthorised person or entity.

- 8.4 You represent and warrant that:

- you hold all necessary legal rights, title, consents and authority to provide the data to us and authorise us to use any such data in accordance with clause 8.6; and
- your supply of the data will not infringe the Intellectual Property Rights of any person.

- 8.5 You acknowledge that the quality of our Services relies on the data you provide to us. We will not be liable for any loss or damage suffered or incurred by you arising solely and directly from your failure or delay in providing the applicable data in accordance with clause 8.1 or for any inaccuracy, omission or other defect in such data where such inaccuracy, omission or defect is not caused by us or our Personnel.

- 8.6 Subject to clause 9.2, you grant us a non-exclusive, non-transferable, royalty-free licence for the Term of the applicable Product Schedule to use and sublicense the data for the purpose of supplying our Services to you and where such data is incorporated in aggregated format, for use in analytics and benchmarking.

9. Intellectual Property

- 9.1 Each party owns, and continues to own, all of its rights, including Intellectual Property Rights in any of its Material that existed prior to the commencement of this MSA and each Product Schedule together with any modifications, enhancements or adaptations to that Material and any Material created by or on behalf of a party independently of this MSA or a Product Schedule (**Pre-Existing IP**).

- 9.2 Subject to clause 9.1, if any of your Pre-Existing IP forms part of any of our Services, you grant us a non-exclusive, non-transferable, royalty-free licence for the applicable Service Term for the sole and direct purpose

of using that Pre-Existing IP to the extent required to deliver the Services.

- 9.3 We, or our licensors, own all right, title and interest, including Intellectual Property Rights, in the Services at all times. We do not, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.
- 9.4 All right, title and interest, including Intellectual Property Rights, in any Material created by or on behalf of us in the course of providing the Services (**Developed Material**) vests in us on creation.
- 9.5 The Services may include our brand, logo, trade mark, copyright notice or other proprietary marking. You must not copy, use or mask those items without our prior written consent.
- 9.6 We grant to you a non-exclusive, non-transferable and revocable licence to use to the extent that it is embedded in Services and to the extent of the Services that are provided for the term of this Agreement solely for using the Services for your internal business purpose within the Territory but not for resupply or re-sell to any third party

10. Warranties & Compliance with Laws

- 10.1 Each party warrants to the other party that it:
- has the legal power and authority to enter into this MSA and each Product Schedule;
 - has the legal right, title, consent and authority to perform its obligations under this MSA and each Product Schedule; and
 - will comply with all applicable laws and regulations.
- 10.2 We warrant and represent that:
- we are able to lawfully grant the licences set out in this MSA;
 - use of the Services will not infringe the Intellectual Property Rights or Moral Rights of any other person;
 - the Services will at all times:
 - correspond to their description in this MSA and the relevant Product Schedule; and
 - conform in every way with the requirements of this MSA and the relevant Product Schedule;
 - all of our obligations will be carried out by suitably competent, skilled and experienced Personnel; and
 - the Services will be supplied in a good, proper and workmanlike manner and to the best practice and standard of care, skill, judgement and diligence expected of a contractor experienced in providing the same or similar services.

11. Privacy

- 11.1 Where a party discloses (**Disclosing Party**) any Personal Information to the other party (**Receiving Party**) under this agreement, the Receiving Party:
- must comply with the Privacy Law. In the case that the Receiving Party is not bound by the Privacy Law, the Receiving Party must treat such Personal Information in the same manner as if the

Privacy Law was applied to the Receiving Party;

- must use the Personal Information in accordance with and only for the purposes of fulfilling its obligations under this agreement;
 - acknowledges that if the Receiving Party breaches the Privacy Law, the Disclosing Party may be held to be in breach of the Privacy Law and accordingly must not, and must procure that its Personnel do not, act in any way that contravenes the provisions of the Privacy Law; and
 - must inform the Disclosing Party within one (1) Business Day of any privacy complaints or events which may cause the Privacy Law to be breached and must assist the Disclosing Party in investigating any complaints or potential breaches, including providing access to relevant information.
- 11.2 The Receiving Party indemnifies the Disclosing Party, and the Disclosing Party excludes all liability in respect of any loss, claim, liability or expense (whether in contract, tort (including negligence) strict liability or otherwise) incurred by the Disclosing Party resulting from a breach by the Receiving Party or its Personnel of the Privacy Law.
- 11.3 The AWEX Privacy policy is available at <http://www.awex.com.au/media/1796/awex-privacy-policy.pdf> and applies as part of this MSA and applicable Product Schedule.
- ## 12. Eligible Data Breach
- 12.1 Each party warrants to the other party that it has and will maintain in accordance with industry standards:
- systems to detect and report when an event has occurred that may give rise to reasonable grounds to suspect an Eligible Data Breach has occurred; and
 - a system to investigate and assess a suspected Eligible Data Breach within the period prescribed by law of becoming aware of a suspected breach, including a documented procedure for making an evaluation of each investigation.
- 12.2 If a party becomes aware of a suspected Eligible Data Breach in connection with a Service, then in accordance with the applicable laws relating to Eligible Data Breaches, the party must promptly do whatever is necessary to contain the suspected breach.
- 12.3 If an Eligible Data Breach occurs, the parties must as soon as reasonably practicable:
- notify the other party of the breach;
 - cooperate to minimise any loss or damage of each party, including loss of, or damage to, goodwill or reputation;
 - consult with each other prior to any external communications; and
 - cooperate to implement any remedial and preventative actions and to the extent reasonably necessary to ensure compliance with Privacy Act and related legislation.

13. Third Party Data

- 13.1 Our Services may incorporate products, services, data or information that is provided to us by third parties, including government agencies, and publicly available information sources (**Third Party Data**). You must comply with all Third Party Data provider's terms notified to you in a Product Schedule.
- 13.2 To the maximum extent permitted by law, we exclude all responsibility and liability for any Third Party Data, including any inaccurate, incomplete, out of date or unavailable Third Party Data.
- 13.3 AWEX's website, awex.com.au, contains links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by AWEX.

14. No Implied Warranties

- 14.1 Except as otherwise expressed in this MSA, all Services are supplied to you on an "as is" and "as available" basis.
- 14.2 You are solely responsible for any decision made or not made by you in relation to any Service.

15. Liability

- 15.1 Neither party will be liable or responsible to the other party for any loss of profit, revenue, or business, indirect, consequential, special or incidental loss or damage suffered or incurred by the other party arising out of or in connection with this agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those damages or losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this agreement.
- 15.2 To the maximum extent permitted by law, any representation, warranty, condition, guarantee, term or undertaking that would be implied into this MSA or any Product Schedule by legislation, common law or otherwise, including any implied terms, conditions or warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy, is excluded from this MSA.
- 15.3 The parties acknowledge that under the Australian Consumer Law (**ACL**), consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Nothing in this agreement will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.
- 15.4 To the extent the law permits it to, we limit our liability to, at our election in our sole discretion, the supply of the Services of the payment of the cost of having the Services supplied again.

16. Indemnity

- 16.1 Subject to this clause and clause 15.1 each party (the **Indemnifying Party**) indemnifies and will keep indemnified the other party (the **Indemnified Party**) and its Personnel against any liability arising out of or in connection with:

- (a) any breach by the Indemnifying Party or its Personnel of any warranty;
- (b) any negligent, reckless or intentional act or omission or wilful misconduct of the Indemnifying Party or its Personnel;
- (c) the
 - (i) damage to or loss or destruction of any property (real or personal); or
 - (ii) personal injury, illness or death to any person,
 arising out of or in connection with the Indemnifying Party's performance of its obligations under this agreement; and
- (d) any breach of law by the Indemnifying Party or its Personnel.

- 16.2 A party's liability under each indemnity contained in this agreement will be reduced proportionally to the extent that the liability is caused or contributed to by the other party.

- 16.3 Each indemnity in this agreement is a continuing obligation separate and independent from the Indemnifying Party's other obligations and survives termination or expiry of this agreement.

- 16.4 It is not necessary for an Indemnified Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

- 16.5 Each party's aggregate liability in this agreement is capped the total fees paid by you in the 12-month period preceding any claim event, except as it relates to:

- (a) clause 16.1(c); and
- (b) fraud or wilful misconduct.

- 16.6 You acknowledge and agree clause 16.5 does not apply if you violate our Intellectual Property Rights, including your unauthorised distribution of a Service in breach of this MSA or a Product Schedule.

17. Confidentiality

- 17.1 Each party must keep all Confidential Information including any Codes confidential and may only use and disclose the other party's Confidential Information in accordance with this MSA.

- 17.2 Despite clause 17.1, each party is entitled to disclose the other party's Confidential Information as follows:

- (a) to its professional advisers, but only to the extent required for the purposes of obtaining necessary professional advice from such advisers in relation to this agreement and provided that such Confidential Information is disclosed subject to confidentiality;
- (b) as required by law or the rules of an applicable stock exchange; and
- (c) to any other person with the prior written consent of the other party, which consent may be withheld at the absolute discretion of the other party and if granted will be subject to such conditions as required by the other party.

- 17.3 Upon the earlier of a party's request, or upon termination or expiry of this agreement, the other party must immediately:

- (a) destroy so that it is incapable of being accessed; or
 - (b) return, the Confidential Information or any other document, papers, materials, data and reports (in whatever form, including in electronic format) that contain or refer to the Confidential Information of the other party and must provide the other party with a letter certifying that all the Confidential Information has been returned or destroyed.
- 17.4 In the event that a receiving party is required by judicial or administrative process to disclose the Confidential Information of the other party, it shall promptly notify the disclosing party, at its sole cost and expense, a reasonable time to oppose such process and/or seek protective order to limit exposure to and dissemination of said Confidential Information.
- 18. Termination**
- 18.1 Either party may terminate this MSA by 30 days written notice.
- 18.2 Termination in respect of this MSA also terminates the underlying Product Schedule.
- 18.3 Termination in respect of an individual Product Schedule does not result in termination of this MSA for a separate Product Schedule
- 18.4 A party may terminate this MSA or a Product Schedule immediately by written notice if the other party:
- (a) breaches a material term of this MSA or a Product Schedule which is not capable of remedy or, where the breach is capable of remedy, fails to remedy the breach within 20 Business Days after written notice of the breach; or
 - (b) suffers an Insolvency Event.
- 18.5 If any restriction is placed on us by law that limits or prohibits us from exercising a right under this MSA due to you suffering an Insolvency Event (**Restriction**), we will not enforce the right during the period prescribed by the Restriction, any extended period ordered by a court and any other time required by the Restriction, except to the extent that the Restriction does not apply to our exercise of that right.
- 18.6 On termination or expiry of a Service or Product Schedule:
- (a) the licence granted by us in respect of that Service is automatically revoked;
 - (b) you must immediately cease using the Service;
 - (c) each party must promptly delete or destroy all Confidential Information of the other party in its possession or control and certify to the other party in writing that it has done so if requested by the other party; and
 - (d) this MSA and any other Product Schedule are not affected.
- 18.7 Termination or expiry of this MSA or a Product Schedule will not affect any rights accrued prior to such termination or expiry.
- 19. Dispute Resolution & Governing Law**
- 19.1 If any dispute arises in relation to this MSA or a Product Schedule, before a party commences any proceedings:
- (a) the party raising the dispute must give the other party written notice of the dispute, including a reasonable description of the matter;
 - (b) a senior authorised representative of each party must meet to resolve the dispute within 14 days of receipt of the notice; and
 - (c) the parties must use reasonable endeavours to resolve the dispute within 30 days of receipt of the notice.
- 19.2 Clause 19.1 will not apply where a party seeks urgent interlocutory relief.
- 19.3 The parties must continue to perform their obligations under this MSA and the applicable Product Schedule despite the existence of any dispute.
- 19.4 This MSA and each Product Schedule is governed by the laws of New South Wales.
- 19.5 Each party submits to the exclusive jurisdiction of the courts of the applicable jurisdiction in clause 19.4.
- 20. General**
- 20.1 (**Notification**) Each party must promptly notify the other party of any material breach of this MSA or a Product Schedule after becoming aware of such breach.
- 20.2 (**Entire Agreement**) This MSA, each Product Schedule and Statement of Work constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements and understandings.
- 20.3 (**Priority**) To the extent of an inconsistency between:
- (a) a Product Schedule; or
 - (b) this MSA,
- the provisions in the Product Schedule prevail.
- 20.4 (**Assignment & subcontracting**) Neither party may assign, novate, subcontract or transfer this MSA or a Product Schedule, including to its Related Body Corporate, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 20.5 We may subcontract the performance of some of our obligations under a Product Schedule provided that we will be liable to you for all acts, errors and omissions of any subcontractor and their Personnel as if they were our acts, errors or omissions.
- 20.6 (**Amendments**) Any amendment to this MSA or a Product Schedule must be notified to the parties in advance of any change taking effect.
- 20.7 (**Notices**) Any notice, demand or other communication to be served on a party must be in writing. Notices sent by post will be deemed received at the end of 3 Business Days after posting, and notices sent by email will be deemed received on the date and time that the email was sent (as evidenced in the sender's email sent history). Notices received after 5pm on a Business Day will be deemed received on the next Business Day.
- 20.8 (**Force majeure**) No party will be liable to the other for non-performance or delays (other than a failure to pay) caused by a Force Majeure Event. In such event, the affected party must give prompt notice to the other party including full details of the Force Majeure Event

and an estimate of its likely duration. The affected party use all reasonable endeavours to remove or overcome the Force Majeure Event and minimise delays or interruptions during the period of the Force Majeure Event.

- 20.9 (**Severability**) If any part of this MSA or a Product Schedule is illegal or unenforceable, it will be severed and the remaining terms will continue in full force and effect.
- 20.10 (**No adverse construction**) Nothing in this MSA or a Product Schedule is to be interpreted against a party solely on the ground that the party put forward or drafted that document.
- 20.11 (**Waiver**) A single or partial exercise or waiver of a right relating to this MSA or a Product Schedule does not prevent any other exercise of that right or the exercise of any other right.
- 20.12 (**Survival**) Any provision of this MSA or Product Schedule, which is by its nature a continuing obligation, will survive termination.
- 20.13 (**Relationship**) Nothing in this agreement creates any partnership, joint venture or employment relationship between the parties.
- 20.14 (**Non-exclusive**) This MSA and each Product Schedule is not exclusive and you agree there are no restrictions on us to provide Services to any other person.

21. Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or and any modification, consolidation, amendment, re-enactment, replacement or codification of it;
- (c) a reference to dollars or \$, is a reference to Australian dollars;
- (d) a reference to a person includes an individual, corporation or other body corporate, partnership, trust, joint venture, unincorporated body, government agency or other entity, whether or not it comprises a separate legal entity;
- (e) the words "include" or "including", or similar expressions, are to be construed without limitation; the words "include" or "including", or similar expressions, are to be construed without limitation;
- (f) a reference to "terms" includes conditions;
- (g) a reference to a party to includes that party's successors and permitted assigns and substitutes;
- (h) a word importing the singular includes the plural and vice versa; and
- (i) a reference to this MSA or a Product Schedule includes any appendices, schedules, addendums and other attachments to that document.

22. Definitions

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

Authorised User means you and your Personnel and any person authorised by you to use the Services.

Business Day means Monday to Friday, excluding public holidays in Sydney, New South Wales.

Confidential Information means all information that is, or could be reasonably regarded in the circumstances as, confidential, including information which relates to the business, interests or affairs of a party, the terms of this MSA and a Product Schedule, the Services and Intellectual Property Rights, but excludes information which is:

- (a) in the public domain, other than as a result of a breach of this MSA or a Product Schedule;
- (b) independently developed or acquired by a party;
- (c) Credit Reporting Data or data provided for Commercial Risk Services; or
- (d) in the possession of a party prior to the commencement of this MSA or relevant Product Schedule without any obligation of confidentiality.

Consequential Loss means a loss of profits, loss of anticipated revenue, loss of goodwill or damage to reputation, loss of anticipated business opportunity or any loss which does not arise naturally from and in the usual course of a breach of contract or other wrongful act or omission of a party.

Consumer Laws means applicable laws relating to consumer protection, including provisions set out in Schedule 2 of *Competition and Consumer Act 2010* (Cth).

Data Breach means an unauthorised disclosure, misuse, modification, interference or loss of, or other unauthorised any other breach of the Security Schedule has occurred and includes an Eligible Data Breach (as that term is defined in the Privacy Act).

Debt has the meaning given in clause 6.6.

Developed Material has the meaning given in clause 9.4.

Disclosing Party has the meaning given in clause 11.1.

Effective Date means the effective date as set out in the applicable Product Schedule or if no such date, the first date on which we supply the relevant Product.

Eligible Data Breach has the meaning given to that term in the Privacy Act.

Fees means the fees as set out in the applicable Product Schedule or as otherwise notified to you from time to time.

Indemnifying Party has the meaning given in clause 16.1.

Information means any information provided by us to you in connection with a Product or Service, including information provided as data output, documentation or compilation of information.

Insolvency Event means an event of insolvency, including bankruptcy; the appointment of an insolvency administrator, manager, receiver or liquidator; any action related to winding up or making a material arrangement in relation to creditors; applying for any type of protection against creditors; being unable to pay its debts as they fall due; or taking or suffering any



similar or analogous action in any jurisdiction as a consequence of debt.

Intellectual Property Rights means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, databases, discoveries, circuit layouts, copyright (including source code), rights in software, Confidential Information, know-how, business names, domain names, all analogous rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time.

Licence has the meaning given in clause 3.2.

Loss means any claim, damage, loss, cost, charge, expense, outgoing, payment or liability of any kind.

Material means material in whatever form including documents, reports, products, equipment, information, data and software.

Minimum Term means the minimum term as set out in the applicable Product Schedule.

MSA has the meaning given in clause 1.1.

Personal Information has the meaning in the applicable Privacy Act.

Personnel means directors, officers, employees, agents, subcontractors, consultants and contractors.

Pre-Existing IP has the meaning given in clause 9.1.

Privacy Act means the *Privacy Act 1988* (Cth) (Aus) as amended or replaced from time to time.

Product means a product or service set out in a Product Schedule provided by us to you.

Product Schedule means the product schedule set out in the applicable Product Schedule for the relevant Product or Service.

Receiving Party has the meaning given in clause 11.1.

Related Body Corporate means where a body corporate is:

- (a) holding company of another body corporate; or
- (b) a subsidiary of another body corporate; or
- (c) a subsidiary of a holding company of another body corporate; or
- (d) controlled by, under common control with, or controls, another body corporate,

the first-mentioned body and the other body are related to each other.

Services means a service provided by us to you as set out in a Product Schedule and includes the supply of any Product, Information and Software.

Services Data means the data used, generated or as an output of the Product.

Software means a software, computer program, application, software-as-a-service, including updates, new releases, specifications, documentation and media supplied by us to you, including by local installation or remote access.

Tax Laws means any tax law applicable to this MSA, including *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (Aus).

Term means the period specified in clause 2.

Territory means the territory in which the Services are being supplied.

Third Party Data has the meaning in clause 13.1.

Overview of WoolClip™

- A. WoolClip™ is an online service provided for the benefit of the wool industry.
- B. WoolClip uses a simple intuitive workflow designed to reduce workload and errors for users. WoolClip Services lessens the time and effort required for administrative tasks and allows users to create wool Specifications, mob & bale data, capture unique Bale-ID via scanning and National Wool Declarations.
- C. WoolClip is provided by AWEX under the terms of its Master Services Agreement located *here*.

How are the WoolClip Services provided?

1 Setting up an account by a user or third party

- 1.1 Services can be provided from the day an account is set up for the Client (you).
- 1.2 An account may be set up by the Client or by the Selling Agent. If established by a Selling Agent the Selling Agent gives the warranties below for the benefit of AWEX and the Client severally.
- 1.3 Selling Agents have access to the Services solely for the purposes of Onboarding of the relevant Client in order for the Client to Activate the account and use the WoolClip Services.
- 1.4 We acknowledge and agree that the
 - (a) Onboarding Services Data will not be used by AWEX staff for any purpose other than setting up an account; and
 - (b) any files containing Onboarding Services Data that is stored outside of the Services will be deleted and destroyed within 7 days of import.
- 1.5 Subject to clause 2.7 our use of any Onboarding Services Data is limited to Onboarding and the Client's ongoing use of the Services.

2 Activating and using an account

- 2.1 Provision of the WoolClip Services is subject to the terms of the AWEX Master Services Agreement.
- 2.2 You and your Authorised Users are subject to this WoolClip User Agreement when accessing the Services.
- 2.3 Once the Client has been fully Onboarded to WoolClip we will issue directly to the Client a unique:
 - (c) WOOL-ID which the Selling Agent will have access to; and
 - (d) username and password for the purpose of accessing the Services. The username and password are only permitted for the Client's use.
- 2.4 The Client will trigger the Activation of their WoolClip Account upon accessing the Services with their unique username and password.
- 2.5 You acknowledge and agree that we may use the Services Data in connection with the Services for the purpose of supplying the Services to the Client and where such data is incorporated in aggregated format, for use in analytics and benchmarking.
- 2.6 You acknowledge and agree that, other than for Wool Classers, if you:
 - (a) have not Activated your WoolClip Account within 14 months from the date of Onboarding, the details supplied to us and the affiliated WoolClip Account will be deleted and the applicable Product Schedule terminated;
 - (b) wish to access WoolClip after this 14 month period you will be treated as a new user application subject to a new Product Schedule.
- 2.7 You must, in connection with the Services:
 - (a) only use the Services in accordance with applicable Laws;
 - (b) implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity and the Services;
 - (c) keep all Credentials secure and confidential and promptly notify us if you become aware of any unauthorised use or access of any Credentials, and immediately change the affected Credentials and take any other security action we reasonably direct;
 - (d) protect the Services from unauthorised use, alteration, adoption, modification, reproduction, access, publication and distribution;
 - (e) only use the Services on hardware, network and software that meets the Minimum Specifications; and
 - (f) procure that your Authorised Users comply with the Agreement.

3 Selling Agent Warranties

- 3.1 The Selling Agent represents and warrants that:
 - (a) it holds all necessary approvals from the Client to enter into this Product Schedule;
 - (b) it holds all necessary approvals from the Client to share the Client's Onboarding Services data with us;
- 3.2 it will provide a Client's Onboarding Services Data in a format defined by AWEX for the sole purpose of Onboarding the relevant Customer's WoolClip Account.
- 3.3 The Selling Agent acknowledge and agree to keep confidential the Client's WOOL-ID and not distribute it to any third parties.

4 Definitions

- Unless listed **below** all capitalised terms used in this Product Schedule have the meaning given to them in the AWEX Master Services Agreement.
- Activation** has the meaning given in clause 2.4
- Client** means the grower who will have access to the Services.
- Credentials** means any authorisations, log-ins or unique identifiers that we may provide you for the purpose of accessing the Services.
- Onboarding** means the input of Client Services data required to Activate the Services.
- Selling Agent** means the third party authorised by the Client to set up their WoolClip Account.
- WoolClip Account** means the account used by the Client to access the Services.
- WOOL-ID** means the individualised identification number provided to the Client and the Selling Agent for the purpose of accessing the Services.

WoolClip Product Schedule and User Agreement



EXECUTION

Signed on behalf of the SERVICE PROVIDER by its authorised representative:	Signed on behalf of the SELLING AGENT by its authorised representative:
Signature:.....	Signature:.....
Name:	Name:.....
Title:.....	Title:.....
Date:.....	Date:.....