Kinatico Compliance Master Services Agreement

This Master Services Agreement is between:

1. Kinatico Compliance Pty Ltd (ABN 32 679 507 781) (**Supplier**) and
2. the organisation named as the Customer either on the Order Form or in the Customer Sign-Up Page (**Customer**).

Background

A. Supplier is in the business of providing the Services.

B. The Customer wish to obtain and the Supplier wishes to provide the Services on the terms and conditions set out in this Agreement.

Documentation

This Agreement is made up of the following documents:

(1) the Order Form (if any);

(2) if no Order Form has been executed, the completed Customer Sign-Up Page;

(3) this Master Services Agreement; and

(4) Schedules 1 to 13 (as applicable).

If there is any conflict or inconsistency between the documents constituting this Agreement, unless otherwise provided, the documents will rank in order of precedence in accordance with the order set out above.

Copies of the Schedules can be located at https://kinatico.com/terms-conditions/

Capitalised terms bear the meanings given to them in clause 22 (Definitions).

Operative Part

1. Engagement of Supplier

1.1. The Customer has engaged Supplier to provide the Services during the Term in accordance with this Agreement. The services include software as a service delivered through Kinatico Compliance and may include Verification Services, Professional Services and/or Integration Services (**Services**).

1.2. Where the Services include:

1.2.1. Verification Services, the Verification Services are provided on the basis of Supplier's applicable transaction terms and conditions, set out in Verification Service Terms (Schedule 1);

1.2.2. Professional Services, the Professional Services are provided on the basis of the terms set out in Professional Service Terms (Schedule 6); and

1.2.3. Integration Services, the Integration Services are provided on the basis of the terms set out in Integration Service Terms (Schedule 7).

1.3. Subject to clause 1.4, Supplier grants access to Authorised Admins to use the Services.

1.4. Supplier reserves the right to suspend or cancel access to any Authorised Admin at any time if the Supplier considers (acting reasonably) that an Authorised Admin has, by act or omission, failed to comply with the Authorised Admin Terms. In such circumstances, Supplier will, if necessary, work with the Customer to approve an alternative Authorised Admin.

1.5. Subject always to its obligations under this Agreement, Supplier may perform services, including the Services or services which are substantially similar to the Services, for any other person or entity during the Term.

2. Types of Licence Plans

2.1. The Customer may subscribe, through the Website or an Order Form, to the Verified Plan, the Continuous Plan or the Complete Plan.

2.2. Where the Customer has subscribed to the Verified Plan, the Customer may, at any time:

2.2.1. order one or more Verification Services in respect of any worker or candidate;

2.2.2. upgrade to either the Continuous Plan or the Complete Plan.

2.3. Where the Customer has subscribed to either the Continuous Plan or the Complete Plan, the Customer may, at any time:

2.3.1. order one or more Verification Services in respect of any worker or candidate;

2.3.2. issue one or more Monitored Requirements in respect of any Active Worker;

2.3.3. issue one or more Build Your Own Requirements in respect of any Active Worker.

2.4. The Customer cannot downgrade a Licence Plan within 30 days of having started, or upgraded to, a Licence Plan.

2.5. The types of Licence Plans available are set by Supplier in the exercise of its discretion.

3. Variation by Supplier

Supplier may at any time, by providing written notice to the Customer:

3.1. of not less than 30 days:

3.1.1. amend, add to or subtract from, a Licence Plans; and

3.1.2. amend any term of this Agreement (including the Schedules);

3.2. of not less than seven (7) days, amend the Verification Service Fees where the Verification Service Fee includes a third-party supplier's fees and the

third-party supplier increases the relevant fee,

and, in which event, the Customer will have all rights and remedies available under the Agreement, including the right to terminate pursuant to clause 18.3.

4. Service Level Agreements (SLAs)

4.1. Should Supplier not meet the SLAs for two (2) consecutive months, the Parties' representatives will meet to conduct a formal review to determine the cause of the failure to meet the SLAs and to agree to a solution, including an agreed timetable.

4.2. Should the solution proposed under clause 4.1 not be effected to the Customer's satisfaction in accordance with the agreed timetable, the Customer may terminate the Agreement as outlined in clause 18.4 below.

5. Term

5.1. Unless terminated earlier in accordance with this Agreement, the 'initial term' will be 12 months, commencing on the Commencement Date.

5.2. Unless terminated earlier in accordance with this Agreement, with not less than 30 days' written notice from the Supplier to the Customer, the Agreement will automatically renew for a further 12 months on the same terms as this Agreement. If renewed, this clause 5.2 will be included in the renewed Agreement.

6. Access and use of Customer Data and Privacy Law

6.1. To enable the Services, the Customer will provide Supplier with sufficient, free and safe access to the Customer Data, as required by Kinatico Compliance.

6.2. The Customer is responsible and liable for the content, accuracy of the Customer Data and compliance with any applicable Laws, including Privacy Laws, in respect of the collection, use, disclosure and storage of the Customer Data by the Customer.

6.3. The Customer agrees and warrants to Supplier that it has the legal right to disclose the personal information to Supplier under or in connection with this Agreement, and that the processing of that personal information by Supplier in accordance with this Agreement will not breach any Privacy Laws (including for the purpose of identity verification).

6.4. The Customer Data belongs to the Customer and Supplier makes no claim to any right of ownership in it.

6.5. Supplier agrees and warrants that it and Supplier Personnel will treat personal information obtained by or

disclosed to it pursuant to this Agreement in accordance with the Privacy Law.

6.6. The Customer agrees and warrants that it and Customer Personnel will treat personal information obtained by or disclosed to pursuant to this Agreement in accordance with the Privacy Law, or in the same way and to the same extent as the Supplier would have been required to treat personal information to comply with Privacy Law had the Supplier been directly responsible for performing the act or practice concerned.

6.7. Supplier will only use the Customer Data in order to carry out the Services.

6.8. The terms and conditions of Schedule 4 – Data Security, are incorporated into this Agreement. In handling Customer Data, Supplier will adhere to the standards in Data Security Schedule (Schedule 4).

6.9. If the provision of the Services will require the Customer to transfer Customer Data to Supplier from within the European Economic Area or the United Kingdom, the Data Processing Agreement (Schedule 8) will apply to that transfer and to the consequent processing of that data.

7. Use of Service Data to Improve the Service

7.1. In this clause 7, "Service Data" means all data, records and content generated, submitted, collected or derived by the Supplier in the course of providing the Service, including data submitted by the Customer, its Authorised Admins or Workers and data produced by the Supplier's own systems (including any algorithm, model or process, whether described as artificial intelligence, machine learning or otherwise) in performing the Service. "De-identified Data" means Service Data that has been de-identified by the Supplier such that it no longer contains Personal Information and cannot reasonably be used to identify or re-identify any individual. "Personal Information" and "Sensitive Information" have the meanings given in the Privacy Act 1988 (Cth).

7.2. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence to use, copy, aggregate and de-identify Service Data, and to use the resulting De-identified Data, for the purposes of: (a) developing, testing, training and improving the Service, including any AI or machine-learning model used to deliver it; and (b) developing new features, products or services of the Supplier — provided the Supplier does not, and takes reasonable steps to ensure no third party can, use the De-identified Data to identify or re-identify the Customer, an

Authorised User, or any individual to whom the Service Data relates.

8. Service Fees and payment

8.1. The Service Fees are set forth in Pricing Schedule (Schedule 3).

8.2. In consideration of Supplier providing the Services, the Customer will pay Supplier the Service Fees.

8.3. Subject to clause 8.4 below:

8.3.1. the Customer must pay for the Service Fees using a credit card uploaded to the Billing Page;

8.3.2. Licence Fees must be paid on the first day of each month;

8.3.3. Verification Services Fees payable for each Verification Requirement, must be paid when the relevant worker or candidate submits the relevant Verification Requirement;

8.3.4. if a charge to the Customer's credit card is rejected, Supplier may immediately suspend the Customer's use of Kinatico Compliance in accordance with clause 17;

8.3.5. if the Customer is unable to make the credit card payment within 30 days Supplier may, in the exercise of its discretion, terminate the Agreement and the Customer's access to Kinatico Compliance in accordance with clause 18.1;

8.3.6. throughout the Term, the Customer remains responsible for maintaining a valid credit card with sufficient funds or credit to pay the Service Fees. The Customer will reimburse Supplier for any reasonable fees (at cost) payable in respect of invalid, cancelled or rejected payment attempts on the Customer's credit card.

8.4. If the completed Order Form records that the Customer is entitled to monthly invoicing, the terms of Invoice Payment Terms (Schedule 5) will apply and clause 8.3 will not apply.

8.5. Any requests for refund from the Customer will be dealt with in accordance with the Cancellation and Exchange Policy (Schedule 13).

9. Customer obligations

9.1. During performance of the Services, the Customer will:

9.1.1. cooperate with the Supplier as the Supplier reasonably requires;

9.1.2. provide the information and documentation that the Supplier reasonably requires;

9.1.3. make available to the Supplier such facilities as the Supplier reasonably requires (on a fee-free basis); and

9.1.4. ensure that all Authorised Admins cooperate with and assist the Supplier.

9.2. The Customer must inform Supplier immediately if it becomes aware of any unauthorised use of the Services.

9.3. The Customer must not:

9.3.1. assign, transfer, sell, rent or lease to any other person any of its rights to use the Services;

9.3.2. make the Services available to anyone who is not an Authorised Admin and must take all reasonable precautions to ensure the security of access to the Services;

9.3.3. create any derivative works based on the Services;

9.3.4. copy any feature, design or graphic in, or reverse engineer Kinatico Compliance;

9.3.5. use the Services in order to build a competitive solution or assist anyone in any way to build a competitive solution;

9.3.6. use the Services in any way that violates any criminal or civil Law; or

9.3.7. load test, penetration test or vulnerability test the Services.

9.4. The Customer must comply with all lawful directions from time to time by Supplier regarding access to, and use of, the Services, including any limitations, measures or procedures imposed by Supplier (in the exercise of its absolute discretion) to:

9.4.1. prevent unauthorised access to the Services or data provided as part of the Services;

9.4.2. maintain the quality, efficiency or security of the Services.

9.5. The Customer must, and procure all Authorised Admin, comply with the terms of the Fair Use Policy (Schedule 14).

9.6. The Customer is solely responsible for, and must have, internet access, hardware and software that are compatible with the Services.

9.7. The Customer will procure that Authorised Admins comply with the Authorised Admin Terms and this Agreement.

9.8. The Customer and Authorised Admins may access Kinatico Compliance. For the avoidance of doubt, the Customer and the Authorised Admins do not have any right to receive a copy of the object code or source code of Kinatico Compliance.

9.9. The Customer acknowledges and accepts that:

9.9.1. any worker or candidate who the Customer requests to respond to a Requirement will need to do so

through the Kinatico Compliance User App which requires the worker or candidate to:

9.9.2. accept the Kinatico Compliance User App Terms;

9.9.3. download and install the Kinatico Compliance User App on the worker or candidate's mobile device.

9.10. The Customer understands that, if an Active Worker does not comply with clause 9.9 for the duration of the Term, the Supplier will not be able to monitor the Active Worker in accordance with the Services to be provided under this Agreement and, in such circumstances, the Supplier's failure to provide the Services will not constitute a breach of this Agreement.

9.11. The Customer undertakes that if a worker or candidate is resident in the United States of America, the Customer will abide by any applicable obligations imposed by the Fair Credit Reporting Act in the Customer's dealings with that person, including, if necessary, providing them with a copy of the notice in the form set out in the Form of FCRA Notice (Schedule 10).

10. Representations and warranties

10.1. Each Party represents and warrants to the other that it has the power to enter into and perform its obligations under this Agreement and that it has taken all steps necessary to properly execute this Agreement.

10.2. Supplier represents and warrants that:

10.2.1. all of the Services will be provided in an efficient manner in accordance with all applicable Laws;

10.2.2. Supplier is qualified and has the necessary experience, skill and resources to perform the Services;

10.2.3. Supplier has, and will maintain, all approvals, accreditations and licences it may require to provide the Services;

10.2.4. Supplier and the Supplier Personnel will exercise the standards of diligence, skill and care normally exercised by a similarly qualified and competent person in the performance of comparable work;

10.2.5. it is the legal and beneficial owner of all the Supplier IP;

10.2.6. it is entitled to provide the Services to the Customer under this Agreement;

10.2.7. all information that it has supplied to the Customer in

connection with this Agreement is to the best of its knowledge accurate, true and complete;

10.2.8. it has not received written notice from any third-party alleging that a third party-has a right, title or interest in the Services;

10.2.9. none of the Services are the subject of any legal or other dispute resolution proceedings; and

10.2.10. it takes all reasonable steps to mitigate against the use of slavery or forced labour in the Supplier's business and supply chain.

10.3. The Customer warrants that:

10.3.1. at the time of entering into this Agreement, the Customer is not relying on any representation made by Supplier which has not been stated expressly in this Agreement, or any descriptions of specifications contained in any other document, including catalogues or publicity material which Supplier has produced;

10.3.2. it will keep secure any passwords and log in credentials used with the Services;

10.3.3. all information, documentation, records and Customer Data supplied to Supplier is at all times accurate, complete, sufficient and suitable to enable Supplier to perform the Services.

10.4. Each Party represents and warrants that:

10.4.1. no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided, could have a material adverse effect on its ability to perform its obligations under this Agreement;

10.4.2. the execution, delivery and performance of this Agreement by the Customer does not conflict with or result in the breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in default under any provision of any agreement, deed, writ, order, injunction, judgment, Law, rule or

regulation to which it is a party or is subject to or bound by; and

10.4.3. there are no contracts in existence that could affect the Party's ability to perform its obligations under this Agreement.

11. Insurance

11.1. Supplier will maintain, at a minimum:

11.1.1. products liability insurance in the amount of $10,000,000 for each occurrence and in the aggregate;

11.1.2. financial Injury (professional liability) insurance in the amount of $5,000,000 for each act and $5,000,000 in the aggregate; and

11.1.3. cyber insurance in the amount of $5,000,000 for each act and $5,000,000 in the aggregate.

11.2. Supplier must on request provide the Customer with a certificate of insurance evidencing the required coverage.

11.3. Neither Party will do or cause to be done anything which would in any way invalidate any insurance policy, or reduce the effectiveness of any insurance policy mentioned in this clause 11.

12. Indemnities and liability

12.1. If any third-party brings a claim against the Customer that the software associated with the Services infringes or violates the Third-Party IP, then the provisions of this clause 12.1 will apply:

12.1.1. Provided that Customer: (a) gives Supplier prompt written notice of such claim; (b) permits Supplier to solely control and direct the defence or settlement of such claim; and (c) provides Supplier all reasonable assistance in connection with the defence or settlement of such claim, Supplier will, at its cost and expense: (i) defend and/or settle any claim brought against Customer by any third-party alleging that the software infringes or violates that Third-Party IP (but will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent), and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third-party by a court of competent jurisdiction as a result of such claim. In addition, Customer may, at Customer's own

expense, participate in defence of any claim.

12.1.2. If a claim covered under this clause 12.1 occurs or in Supplier's opinion is reasonably likely to occur, Supplier may at its expense and sole discretion (and if Customer's access and use of Kinatico Compliance is enjoined, Supplier will, at its expense): (i) procure the right to allow Customer to continue using the software; (ii) modify or replace the software to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of the software and, if applicable, refund a portion of any pre-paid, unused fees paid by Customer corresponding to the unused period of the Term.

12.1.3. Supplier shall have no obligations under this clause 12.1 if the claim is based upon or arises out of: (i) any modification to the software by or on behalf of the Customer; (ii) Customer's use of the software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the software after being notified of the infringement claim or after being provided a modified version of the software by Supplier at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the software in accordance with Supplier's instruction; and/or (v) Customer's use of the software outside the scope of the rights granted under this Agreement.

12.1.4. To the extent permitted by Law, the remedies specified in this clause 12.1 constitute Customer's sole and exclusive remedies, and Supplier's entire liability, with respect to any infringement of Third-Party IP.

12.2. Subject to the provisions of this clause 12, Supplier will indemnify and keep indemnified the Customer and Customer Personnel against any liability, loss, damage, claim, suit, action, demand, expense or proceedings of any nature whether arising under Law in respect of any:

12.2.1. breach by Supplier or Supplier Personnel of any of the provisions of this Agreement;

12.2.2. act or omission of Supplier or Supplier Personnel or the negligence of Supplier or Supplier Personnel or any breach of any Law, license or permit by Supplier or Supplier Personnel;

12.2.3. unlawful, reckless, negligent act or omission or wilful misconduct by Supplier or Supplier Personnel in the conduct of the services; and

12.2.4. claim, demand, suit, action or proceeding by a third-party arising from any act of omission of Supplier or the Supplier Personnel.

12.3. Supplier will not be liable under clause 12.2 to the extent that any liability, loss, damage, claim, suit, action, demand, expense or proceedings was a result of, caused or contributed to, by the Customer.

12.4. Each indemnity in this Agreement is a continuing obligation separate and independent from the Party's other obligations and survives termination of this Agreement.

12.5. Supplier excludes from this Agreement all conditions, warranties and liabilities implied or imposed by Law except any liability or implied condition or warranty, the exclusion or limitation of which would contravene any Law or cause any part of this clause to be void.

12.6. Nothing in this Agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL, or the exercise of a right conferred by such a provision, or any liability of the Supplier in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services. However, if the Supplier is liable to the Customer in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, the Supplier's total aggregate liability to the Customer for that failure is limited at the Supplier's election to:

12.6.1. re-supplying the Service; or

12.6.2. paying the cost of the Service to be re-supplied.

12.7. Notwithstanding any other provision of this Agreement, a Party will not be liable to the other Party or any of its Related Bodies Corporate under contract law (including under any indemnity) or under any Law for:

12.7.1. any loss of use, profit, production, revenue, anticipated savings, goodwill, contract (present or future) or reputation;

12.7.2. interruption to any business; or

12.7.3. any special, indirect or consequential losses,

that the other Party or the other Party's Related Bodies Corporate may incur or suffer in relation to this Agreement.

12.8. To the extent permitted by Law for either Party, total liability to the other under or in relation to this Agreement (including under any indemnity, liability for negligence and for breach of this Agreement) arising in relation to acts, omissions and events occurring in a particular year of this Agreement is limited in aggregate to the Service Fees paid by the Customer under this Agreement in the year of this Agreement during which the liability was incurred.

13. Confidentiality

13.1. Except as otherwise permitted under this Agreement, each Party (including Supplier Personnel and Customer Personnel) must treat as confidential all Confidential Information.

13.2. A Party may only reproduce or use Confidential Information for the sole reason of performing its obligations under this Agreement, and not to the commercial, financial or competitive disadvantage of the other Party.

13.3. Subject to clause 13.5 and 13.6, a Party (including the Supplier Personnel and Customer Personnel) must not:

13.3.1. disclose Confidential Information to third parties; or

13.3.2. permit third parties to reproduce or use Confidential Information;

without the prior written consent of the other Party.

13.4. Each Party must take all reasonable precautions to ensure that its personnel maintain the confidentiality of all Confidential Information in accordance with this clause 13.

13.5. The Parties will be entitled to make such disclosures as are required by Law, or the rules of a recognised securities exchange, but only to that extent and provided the disclosing Party first informs the other Party that such disclosure is required.

13.6. The Parties will be entitled to disclose Confidential Information to any of the undermentioned persons who reasonably require disclosure and who have first agreed in writing with the disclosing Party to be bound by the confidentiality obligations of the disclosing Party under this clause:

13.6.1. any financier or prospective financier;

13.6.2. any professional adviser; or

13.6.3. any assignee or prospective assignee.

13.7. The Parties may disclose Confidential Information to a Related Body Corporate of the disclosing Party, Supplier Personnel and Customer Personnel, provided the recipient agrees to be bound by the confidentiality obligations of the disclosing Party under this clause 13.

13.8. The Customer must not make any public announcement concerning this Agreement or any aspect of it without the prior consent of Supplier, except to the extent the disclosure is required by Law but provided the Customer first informs Supplier that such disclosure is required.

14. Announcements

14.1. Unless the Customer provides written objection to marketing@kinatico.com, Supplier may list the Customer and use the Customer's logo on the Website, media releases and other publicity material produced by Supplier. For clarity, the Customer retains the sole and absolute right to object to Supplier referencing the Customer as a customer or publishing any materials relating to the Services provided to the Customer.

14.2. Nothing in this clause 14 prevents the Supplier from making such disclosures to the Australian Securities Exchange as the Supplier believes necessary to comply with its disclosure obligations under applicable listing rules.

15. Intellectual Property

15.1. Subject to payment of the Service Fees, in providing the Services, Supplier grants to the Customer a revocable, non-exclusive licence to use the Supplier IP and Services IP in accordance with this Agreement during the Term, provided that the Services may only be used by the Authorised Admins in accordance with this Agreement.

15.2. Except to the extent expressly permitted in this Agreement or required by Law on a non- excludable basis, the licence granted by Supplier to the Customer under clause 15.1 above is subject to the following prohibitions:

15.2.1. the Customer must not sub-license its right to access and use the Services;

15.2.2. the Customer must not permit any unauthorised person to access or use the Services;

15.2.3. the Customer must not use the Services to provide services to third parties;

15.2.4. the Customer must not make any alteration to the Supplier IP or the Services IP.

15.3. The Customer acknowledges that Supplier at all times remains the owner of all Supplier IP and Services IP and that this Agreement does not prevent limit or restrict Supplier from using or exploiting Supplier IP and the Services IP.

15.4. All Supplier IP and Services IP will automatically vest with Supplier and will be the property of Supplier as and when created, and subject to clause 15.1, Supplier does not transfer any right, title or interest in the Supplier IP or Services IP to the Customer.

15.5. The Customer will not cause or permit anything which may interfere with, damage or endanger Supplier IP or Services IP, Improvements or any Third-Party IP, or assist or allow others to do so.

15.6. The Customer will immediately advise Supplier when the Customer becomes aware of any unauthorised use or attempted use by any person of the Supplier IP, Services IP or Third-Party IP.

15.7. The Customer acknowledges that:

15.7.1. all Supplier IP and Services IP embodied in or provided in connection with the Services and any related documentation, parts or software are the sole property of Supplier or its suppliers; and

15.7.2. all Supplier IP, Services IP (or Third-Party IP licensed to the Supplier by its suppliers) may only be used by the Customer with the consent of Supplier or its suppliers. Consent is conditional on this Agreement, and such consent extends only to use essential for the procurement and consumption of the Services.

15.8. The Customer must not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Supplier or its suppliers in connection with the Services.

15.9. The Customer:

15.9.1. warrants to Supplier that any Customer Data or Customer IP provided to or used by Supplier or Supplier Personnel will not infringe any Intellectual Property Rights; and

15.9.2. indemnifies Supplier against any infringement of this clause 15.9.

15.10. If required in order to perform its obligations under this Agreement, Supplier will have transferable, irrevocable and royalty free licence to use the Customer IP during the Term and in accordance with this Agreement.

15.11. In respect of all Third-Party IP licensed to the Customer and made available to Supplier for the purpose of providing the Services, the Customer warrants to Supplier that:

15.11.1. Third-Party IP has been disclosed to Supplier;

15.11.2. it has obtained, or will obtain from the third party, at no cost to Supplier, the necessary licences and consents to use that Third-Party IP; and

15.11.3. it will not breach any of the licence arrangements referred to in this clause 15.11.

15.12. Each Party acknowledges and agrees that, if it fails to comply with this clause 15 for any reason whatsoever, the other Party is, in addition to any other rights or remedies it may have under this Agreement, entitled (but not required) to do one or more of the following:

15.12.1. obtain the grant of a licence to use the Third-Party IP itself at the expense of the defaulting Party; or

15.12.2. terminate this Agreement by immediate written notice.

15.13. Supplier warrants to the Customer that in respect of all Third-Party IP licensed to the Supplier and which Supplier will or may use in performing the Services:

15.13.1. that Third-Party IP has been disclosed to the Customer;

15.13.2. it has obtained, or will obtain from the relevant third party, at no cost to the Customer, the necessary licences and consents to use the Third-Party IP; and

15.13.3. it will not breach any of the licence arrangements referred to in this clause 15.

15.14. A Party must, at the reasonable request of the other Party, do (or procure to be done) all such further acts and things and the execution of all such other documents as the other Party may from time to time require for the purpose of giving effect to this clause 15.

16. Force Majeure Event

16.1. If a Force Majeure Event prevents or delays either Party from performing any obligation under this Agreement (other than payment of amounts due) (**affected Party**), provided that the affected Party uses its reasonable endeavours to mitigate or minimise the effects of the Force Majeure Event:

16.1.1. that obligation is suspended as long as the Force Majeure Event continues and the affected

Party will not be in breach of this Agreement or otherwise liable for any such failure, hindrance or delay in the performance of that obligation to the extent that the failure, hindrance or delay is directly caused by the Force Majeure Event; and

16.1.2. the corresponding obligation of the other Party will be suspended, and it's time for performance of such obligation extended, to the same extent as those of the affected Party.

16.2. The affected Party claiming it is unable to perform any obligation under this Agreement due to a Force Majeure Event must as soon as is reasonably practicable after the start of the Force Majeure Event, give notice to the other Party stating in reasonable detail the circumstances underlying Force Majeure Event, the effect of the Force Majeure Event on the affected Party's ability to perform any of its obligations under this Agreement, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure Event.

16.3. If the Force Majeure continues for a period of 30 days or more, the either Party may (without affecting the accrued rights and obligations of each Party as at that date) terminate this Agreement immediately by notice to the other Party.

17. Suspension of Services

17.1. Supplier may, by providing written notice to the Customer, suspend all or any part of the Services:

17.1.1. to ensure the protection or safety of any person or property; or

17.1.2. where the Customer is in material default under this Agreement.

17.2. If Supplier provides notice to the Customer under clause 17.1, then:

17.2.1. the Services will be suspended with effect on and from the date provided in that notice;

17.2.2. the Customer must comply with reasonable directions stated in the notice and take all reasonable actions to minimise the effects and costs of any such suspension; and

17.2.3. the suspension of the Services by Supplier will not constitute a breach of this Agreement.

17.3. Upon suspension of the Services under this clause or any other clause of this Agreement Supplier is entitled to the Service Fees and Reimbursable

Expenses payable to Supplier for work in progress up to and including the date of suspension.

18. Termination

18.1. A Party may terminate this Agreement with immediate effect by giving written notice, if the other Party:

18.1.1. breaches any provision of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

18.1.2. ceases to carry on business; or

18.1.3. becomes Insolvent.

18.2. Where the Supplier seeks to introduce a next generation solution, is exiting the market due to regulatory change, or for any other reason, Supplier may, by not less than nine (9) months' written notice, cease to offer the Services and terminate the Agreement.

18.3. Within 30 days of Supplier advising the Customer of an intention to renew the Term, or of any change to any Service Fee, to any Licence Plan or to any term of this Agreement, the Customer may, by giving Supplier 30 days' written notice, terminate the Agreement.

18.4. The Customer may terminate this Agreement with immediate effect by giving written notice to Supplier if the Services performed by Supplier for the provision of Kinatico Compliance have changed in a manner that was unplanned or a technical failure is ongoing, and as a result have a material adverse impact on Supplier's ability to provide the Services and Supplier fails to re-perform or rectify those Services within five (5) Business Days after receipt of written notice from the Customer.

18.5. Upon termination of this Agreement by either Party:

18.5.1. each Party will return or destroy or delete (so it is permanently irretrievable), as the other Party directs, all original documents, other materials, copies or things provided by that other Party which:

18.5.2. is or contained Customer Data (including personal information);

18.5.2.1. is or contains Confidential Information; or

18.5.2.2. reproduce, are based on, or utilise or relate to Confidential Information;

18.5.2.3. the Customer will return to Supplier all other property of Supplier including books,

documents, papers, materials, software, keys and other tangible forms of Intellectual Property Rights (including the Supplier IP and Services IP) that are the property of Supplier that are in the Customer's possession, power or control

18.5.2.4. Supplier will, as directed by Customer, provide all assistance required by Customer to enable Customer to extract and use Customer Data stored or processed on any system of Customer, Customer's third party vendors, Supplier or Supplier's Personnel.

18.6. For six (6) months following termination or expiry of this Agreement, the Customer will continue to have access to Customer Data within Kinatico Compliance with limited functionality. The Customer will have access to historical reports to view and/or download. If requested by the Customer, Supplier will provide a quote for services to enable a bulk download of all such data to be provided to the Customer.

18.7. Without limiting any other clauses intended to survive termination, clauses 5, 6.3, 6.5, 6.6, 6.8, 7, 9.1, 9.3, 12, 13, 15, 18.5, 18.6, 18.7, 21.1 and 21.14 survive the expiration or termination of this Agreement (for whatever cause).

18.8. The expiration or termination of this Agreement will not affect any right or cause of action which has accrued to either Party at or prior to the date of termination.

19. Dispute resolution

19.1. Except where a Party seeks urgent interlocutory relief, a Party must not commence any court proceedings to resolve any dispute which has arisen in respect of or arises out of this Agreement unless a notice has been given to the other Party in accordance with clause 19.2 in relation to that dispute and the Party has complied with the other provisions of this clause.

19.2. If a Party considers that a dispute has arisen in respect of or out of this Agreement, the Party must give written notice to the other specifying the nature of the dispute. Once such notice is given, the Parties must use reasonable endeavours and negotiate in good faith to resolve the dispute.

19.3. If the Parties have not resolved the dispute within 30 days of the date written notice is given in accordance with clause 19.2, the Parties must refer

the dispute to the Chief Executive Officers (or other senior officer) of each Party and if within 30 days of the matter being referred to the Chief Executive Officers of each Party, the dispute has not been resolved or the Parties have not agreed as to:

19.3.1. the dispute resolution technique or procedures to be adopted to resolve the dispute;

19.3.2. the timetable for all steps in those procedures; and

19.3.3. the selection and compensation of any independent person required for such dispute resolution technique or procedure,

then either Party may commence court proceedings to resolve the dispute.

20. GST

20.1. Unless stated otherwise, all amounts payable under this Agreement are exclusive of GST.

20.2. Supplier will, when making a claim for payment, render a Tax Invoice to the Customer to which the particular payment claim refers.

20.3. Notwithstanding any contrary provision in this Agreement, the Customer is not obliged to make any payment under this Agreement unless Supplier has provided a Tax Invoice in respect of the Taxable Supply attributable to that payment.

20.4. If any payment to be made to a Party under or in accordance with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that Party (in this clause a Reimbursement), then the amount of the payment must be reduced by the amount of any input tax credit to which that Party is entitled for that Reimbursement, such reduction to be effected before any increase in accordance with clause 20.5.

20.5. If a Supply under or in connection with this Agreement constitutes a Taxable Supply, the Supplier may recover from the Customer an amount on account of GST in addition to any payment or other consideration for the Supply.

20.6. The additional amount is equal to the Value for the Supply multiplied by the prevailing GST Rate.

20.7. The Recipient must pay that additional amount at the same time and in the same manner as the GST exclusive consideration is payable or to be provided for that Supply.

20.8. A word or expression used in this clause 20 which is defined in the GST Law has the same meaning in this clause.

21. General

21.1. Governing law and jurisdiction

21.1.1. This Agreement is governed by the law in force in Western Australia.

21.1.2. Each Party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia.

21.1.3. Each of the Parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

21.2. Entire Agreement

This Agreement comprises the entire agreement between the Parties in relation to the performance of the Services and supersedes all prior representations, proposals and agreements in connection with the subject matter of this Agreement.

21.3. No reliance

No reliance will be placed by any of the Parties on any representation, promise or other inducement made or given or alleged to be made or given by any one Party to another Party prior to the date of execution of this Agreement.

21.4. Variation

Subject to any terms of this Agreement to the contrary, this Agreement may only be varied, supplemented or replaced by an agreement in writing executed by the Parties.

21.5. Time is of the essence

Time is of the essence in this agreement and any Contract in respect of any date or time period and any obligation to pay money.

21.6. Notices

21.6.1. A notice, demand, consent or approval (each a notice) under this Agreement:

21.6.1.1. must be in writing;

21.6.1.2. may be signed for the Party giving it by the Party's authorised officer, attorney or solicitor; and

21.6.1.3. may be delivered to the address for notices specified in the Order Form or the Customer Sign-Up Page (or as advised by a Party to the other from time to time).

21.6.2. The address for notice to Supplier is Level 4, 999 Hay Street, Perth, Western Australia or legal@Supplier.com.

21.6.3. Subject to clause 21.6.4 below, notice is regarded as being given by the sender and received by the addressee:

21.6.3.1. if by delivery in person, when delivered to the addressee;

21.6.3.2. if by post, 3 Business Days from and including the date of postage/on delivery to the addressee; or

21.6.3.3. if by email, when received in the addressee's email account, (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

21.6.4. If the delivery or receipt of a notice is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.

21.6.5. For the avoidance of doubt, in this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees or any person reasonably believed by the sender to be an officer, agent or employee of the addressee.

21.7. Successors and assigns

This Agreement will bind and endure to the benefit of the Parties and their respective successors and permitted assigns.

21.8. No hindrance

Each Party must do or cause to be done all things necessary to give effect to this Agreement and refrain from doing anything which might hinder performance of this Agreement.

21.9. **Severance**

21.9.1. Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

21.9.2. Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

21.9.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the validity, legality or enforceability of the other provisions in this Agreement.

21.10. **Waiver**

21.10.1. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement does not affect the Party's right to require the performance at any time.

21.10.2. The waiver by either Party of a breach of any provision may not be held to be a waiver of any later breach of the provision or a waiver of the provision itself.

21.11. **Counterparts**

This Agreement may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A Party may execute this Agreement by executing any counterpart.

21.12. **Costs**

Each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this Agreement.

21.13. Stamp duty

Any stamp duty payable on this Agreement will be payable by the Customer.

21.14. **Relationship**

21.14.1. Supplier is an independent contractor and this Agreement does not:

21.14.2. constitute a partnership or a joint venture between the Parties;

21.14.3. authorise a Party to assume or create any obligations on behalf of another Party except as specifically permitted under this Agreement; or

21.14.4. constitute a relationship between the Customer and Supplier as that of employer and employee.

22. Definitions

ACL refers to the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Active Worker means a worker of a Customer on a Monitored Plan, who:

- has accepted the Kinatico Compliance User App Terms; and
- has submitted at least one Build Your Own Requirement or completed at least one Monitored Requirement; and

- the Customer has not made the worker Inactive or Paused.

Agreement means this master services agreement and includes the Schedules.

API means an application programming interface.

Authorised Admin means any person registered in Kinatico Compliance as an administrator by Supplier, including the System Owner and any System Admins, System Members or Viewers.

Authorised Admin Terms means the terms and conditions available to every Authorised Admin of Kinatico Compliance upon login, as amended from time to time. A copy of the current Authorised Admin Terms is set out in Schedule 11.

Billing Page means the page on the Supplier website provided for managing billing arrangements in respect of the Services.

Build Your Own Requirement means a Requirement (only available if the Active Worker has been added to a Monitored Plan), set by the Customer, to which an Active Worker can respond without any requirement for verification by a third-party source of truth

Business Day means any day (not being a Saturday or Sunday or public holiday) on which banks are open for general banking business in Western Australia.

Cancellation and Exchange Policy means the Supplier policy on cancellation, exchange and refund, a copy of which is Schedule 13.

Commencement Date means

- if the Customer has subscribed through the Customer Sign-Up Page, the date that the Customer Sign-Up Page was submitted; or
- if the Customer has subscribed by completing an Order Form, the date identified as such in the Order Form and if no date is specified then the date of execution of the Order Form by the last Parties.

Complete Plan means a subscription, more particularly described in Schedule 3, that allows the Customer to use certain features of Kinatico Compliance for an agreed price per Active Worker per month.

Confidential Information means any information regardless of its form concerning the business activities or affairs of either Party and includes, without limitation, this Agreement and the Intellectual Property Rights and any information, documentation, trade secrets, know-how, scientific, technical, product, market and pricing information relating to the Services and the current or future business interests, methodology, business process or affairs of a Party (or any Related Body Corporate of a Party) that:

- is reasonably regarded as confidential or which is identified as being confidential, but excluding information that is in the public domain otherwise than by breach of obligations owed by the recipient Party or third parties to the disclosing Party; and
- which is disclosed to the recipient Party or third parties by the disclosing Party.

Continuous Plan means a subscription, more particularly described in Schedule 3, that allows the Customer to use core features of Kinatico Compliance and purchase additional features as needed.

Corporations Act means the *Corporations Act 2001* (C'th).

Customer Data means, without limitation, all information, personal information, documents, records and Customer IP provided to Supplier by the Customer to enable Supplier to perform the Services.

Customer IP means all Intellectual Property Rights held by the Customer at the date of this Agreement or developed by the Customer subsequently through activities unrelated to the subject matter of this Agreement.

Customer Personnel means the officers, employees, agents, representatives, subcontractors and consultants of the Customer.

Customer Sign-Up Page means the page on the Website where the System Owner is invited to enter the Customer's details and accept this

Data Processing Agreement refers to the terms relating to data processing set out in Schedule 8.

Force Majeure Event means any event which:

- is beyond the reasonable control of the affected Party;
- causes or results in prevention of the performance by the affected Party of any of its obligations under this Agreement;
- does not result from the fault or negligence of the Party claiming force majeure;
- which through the exercise of reasonable endeavours cannot be avoided, overcome or remedied by the affected Party; and
- includes (without limitation) subject to the occurrence of the foregoing:
    - any act of God, including without limitation, cyclone, earthquake, or other natural physical disaster;
    - fire, flood, ground subsidence;
    - strike, lockout, labour dispute or other industrial action by workers or employees which is industry-wide and not confined to Supplier or the Customer;
    - any interruption to any third-party service essential to Supplier's ability to provide the Services in a timely manner, including, without limitation, a cloud service, telecommunications network or power supply;
    - epidemic or pandemic as characterised by a government agency;
    - an act of a public enemy including terrorism, war or hostilities whether declared or undeclared; or
    - revolution or any other unlawful act against public order or authority.

Form of FCRA Notice refers to the form set out in Schedule 10.

GST means a goods and services tax imposed by the GST Law.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (C'th).

GST Law means the GST Act and associated legislation, regulations and laws.

Improvements means an improvement, modification, enhancement, adaption or the like arising from a Party's use of the Intellectual Property Rights.

Inactive means, in respect of a Worker, that the Customer has ceased to manage that Worker through Kinatico Compliance.

Insolvent means, in respect of a Party to this Agreement, that:

- it stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts or is otherwise unable to pay its debts when they fall due;
- becomes 'insolvent' or 'bankrupt' within the meaning of the relevant Law;
- a controller, receiver, manager, administrator, trustee or similar official is appointed over all or substantially all of its assets or undertakings;
- an application (not being withdrawn or dismissed within 21 days) or order is made for its winding up or dissolution;
- a resolution is passed by it or any steps are taken by it to pass a resolution for the winding up or dissolution of that Party; or
- except for the purpose of solvent reconstruction or amalgamation, it enters a scheme of arrangement or composition with creditors.

Integration Services means bespoke services provided by the Supplier to facilitate the integration of Kinatico Compliance with the Customer's systems, software and business through an API and may include the design, development, implementation and/or maintenance of that API.

Integration Services Fees means the fees charged for the provision of Integration Services in accordance with this Agreement.

Integration Service Terms refers to the terms set out in Schedule 7.

Intellectual Property Rights means all present and future rights to intellectual property of every kind, including any Improvements, trade marks (whether registered or common law trade marks), licences, branding, business or trade names, domain names, designs, copyright, inventions, discoveries, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data, formulae, any corresponding intellectual property rights at Law and any rights in respect of them.

Invoice Payment Terms refers to terms relating to invoicing and payments set out in Schedule 3.

Kinatico Compliance means the software, owned or licensed by Supplier from time to time as required and supplied by Supplier

to the Customer in order to perform the Services.

Kinatico Compliance means the software, owned or licensed by Supplier from time to time as required and supplied by us to the Customer in order to perform the Services.

Kinatico Compliance User App means Kinatico Compliance's mobile native application provided for workers and candidates to respond to Requirements assigned by the Customer through Kinatico Compliance.

Kinatico Compliance User App Terms means the user terms and conditions available to every user of the **Kinatico Compliance User App**, as amended from time to time. A copy of the current **Kinatico Compliance User App Terms** is attached to this Agreement as Schedule 11.

Law means:

- all legislation, statutes, regulations, guidelines, codes, ordinances, local laws, by-laws, proclamations and decrees and other instruments made under legislation;
- binding orders, rules, permits, agreements and enforceable requirements of any government agency with ; and
- any rule or principle of common law and equity,

applicable to the jurisdiction in which the Parties reside or operate, and includes Laws as amended, consolidated, re-enacted, replaced or applied to new or different facts.

Licence Fees means the fees payable by the Customer for subscription to a Monitored Plan, calculated by reference to the number of Active Workers to be monitored each month.

Licence Plan refers to the following plan options:

- Verified Plan;
- Continuous Plan;
- Complete Plan.

Monitored Plan means either Continuous Plan or Complete Plan;

Monitored Requirement means a Requirement where the Supplier undertakes to monitor results after the Requirement is completed and alert the Customer to particular changes at a regular frequency (only available if the Active Worker has been added to a Monitored Plan).

Order Form means the document, signed by the Parties, forming part of the Agreement and setting out the key details of the Agreement.

Payment Terms refers to terms set out in Schedule 5.

Parties means the Customer and Supplier and **Party** means either one of them.

Paused means a status set in Kinatico Compliance whereby for a set period of time, an Active Worker is not monitored and does not contribute to their Customer's compliance status.

Pricing Schedule refers to terms relating to pricing set out in Schedule 3.

Privacy Law means, as the context requires, any applicable data protection or data privacy laws, and may include the *Privacy Act 1988* (C'th), as amended or replaced from time to time.

Professional Services means the Services defined as such in the Order Form. Schedule 6 will apply to the provision of Professional Services.

Professional Services Fees means the fees charged for the provision of Professional Services in accordance with this Agreement.

Professional Services Terms refers to the terms set out in Schedule 6.

Reimbursable Expenses means the reasonable out of pocket costs and expenses incurred by the Supplier in performing the Services, with the Customer's prior written approval, to be reimbursed by the Customer. For the avoidance of doubt, such expenses may include but not be limited to administrative and overhead expenses of Supplier incurred in providing the Services, and reasonable travel and accommodation expenses.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Schedule means a schedule to this Agreement.

Service Fees means the total fees which are payable by the Customer to Supplier for the Services as set out in this Agreement including Licence Fees, Integration Services Fees, Verification Services Fees or Professional Services Fees, and such other fees for services as the Parties agree from time to time, for example monitored compliance fees, system set up fees, API-related fees, transaction fees and any additional fees specified in the Order Form, more particularly described in the Pricing Schedule (Schedule 3).

Service Level Agreement or **SLA** means the service level agreements either set out in Schedule 2 or otherwise agreed in writing between the Parties.

Services has the meaning specified in clause 1.1.

Services IP means all Intellectual Property Rights and Improvements created, discovered or coming into existence, for the purposes of, or in connection with, the Services under this Agreement.

Supplier includes, where appropriate, Kinatico Compliance Pty Ltd and all its Related Bodies Corporate.

Supplier IP means all Intellectual Property Rights held by Supplier at the date of this Agreement or developed by Supplier subsequently through any activities, including activities undertaken in connection with Agreement.

Supplier Personnel means the person or persons employed and/or contracted by Supplier in its absolute discretion to provide the Services.

System Owner means the representative of the Customer who completes the Customer details on the Customer Sign-Up Page and is given administration rights to the Customer's instance of Kinatico Compliance.

Tax Invoice has the same meaning as given to it in the GST Act.

Third-Party IP means all Intellectual Property Rights of any third-party.

User means a natural person who engages with Kinatico Compliance or the Kinatico Compliance Aser App.

Verification Services means the services provided by Supplier to the Customer whereby the Supplier liaises with a relevant third-party source of truth to verify relevant information. Schedule 1 will apply to the provision of Verification Services.

Verification Services Fees means fees payable for the Verification Services when ordered as an add-on to any subscription in accordance with this Agreement.

Verification Requirement means an acknowledgement, survey, form or requirement allocated to a worker or candidate by a Customer using Kinatico Compliance.

Verified Plan means a subscription at no cost to the Customer that allows the Customer to purchase Verification Services as needed.

Website means https;//kinatico.com or such other website as may be used by Supplier to deliver the Services.

Worker means any individual whose compliance the Customer wishes (with the Worker's consent and agreement) to assess, monitor or verify against any internal or external standard; and can include a past, present and prospective employee, contractor or subcontractor of the Customer.

23. Interpretation

In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government authority - whether or not it comprises a separate legal entity;

(c) a reference to a statute includes all statutes, regulations, proclamations, ordinances or by Laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by Laws issued under that statute;

(d) a reference to the word "including" and similar expressions are not words of limitation;

(e) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

(f) a reference to a Party to a document includes that Party's successors and permitted assigns;

(g) a reference to an amount of money is a reference to the amount in the lawful currency of Australia;

(h) a reference to an obligation includes a liability and a duty and a reference to performance includes observance;

(i) any promise, agreement, representation or warranty given or entered into on the part of two or more persons binds them jointly and each of them severally;

(j) any promise, agreement, representation or warranty given or entered into on the part of two or more persons is for the

benefit of them jointly and each of them severally;

(k) a reference to a clause or schedule or annexure is a reference to a clause or schedule or annexure to this Agreement;

(l) where any word or phrase is defined in this Agreement any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(m) references to time (including "hours" and "days") are to local time in Perth Western Australia;

(n) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the first day of the next succeeding calendar month;

(o) if a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day;

(p) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(q) if any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00pm on that day, the act is deemed to be performed on the next day;

(r) if an act must be done on a specified day which is not a Business Day, that act must be done instead on the next Business Day;

(s) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; and

(t) no rule of construction applies to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or any part of it.

SCHEDULES

Schedule 1 – Verification Service Terms

Schedule 2 – Agreed Service Levels

Schedule 3 – Pricing Schedule

Schedule 4 – Data Security Schedule

Schedule 5 – Invoice Payment Terms

Schedule 6 – Professional Services Terms

Schedule 7 – Integration Services Terms

Schedule 8 – Data Processing Agreement

Schedule 9 – Form of FCRA notice

Schedule 10 – Authorised Admin terms

Schedule 11 – Kinatico Compliance User App Terms

Schedule 12 – Cancellation and Exchange Policy

Schedule 13 – Fair Use Policy

Version history

This is version 3.0 of this Master Services Agreement.

Version	Approved	Effective	Notes
1.0	16/06/2025	16/06/2025	First version published
2.0	16/09/2026	13/10/2026	(Limited) Starter Plan changed to (uncapped) Verified Plan; Active Worker requires monitoring; various changes of nomenclature; incidental changes and corrections
3.0	28/10/2026	28/10/2026	Core and Premium Plans replaced with Continuous and Complete Plans, incidental changes.