Medic Com

Terms and Conditions for Goods and Services

1. Engagement

Agreement and formation

1.1 This Agreement is between Medic Com and the Client.

Commencement and duration

1.2 Medic Com's engagement with the Client will:

(a) commence on the Start Date; and

(b) continue until the End Date, or if no End Date is specified, it will continue unless it is terminated in accordance with this Agreement.

Nature of relationship

1.3 Medic Com is a service provider and/or a supplier of goods and nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between the parties.

Exclusivity

1.4 The Client agrees to appoint Medic Com as the exclusive supplier of the Goods and Services to the Client and any Client Group Entity in the Territory.

2. Proposal

Proposals

2.1 A Proposal is an offer which is open for acceptance for 30 days from the date specified in the Proposal, or if no date is specified, then 30 days from the date it is sent to the Client or the Client Group Entity.

2.2 The Agreement will be formed between Medic Com and the Client by either the Client or the Client Group Entity signing the Proposal or otherwise instructing Medic Com to proceed with the Goods or Services or accepting the Goods or Services contained in the Proposal.

2.3 The Client represents and warrants that:

(a) it has full power and authority to enter into and perform its obligations under this Agreement;

(b) each Client Group Entity that submits a request to Medic Com or which accepts a Proposal has the power and authority to bind the Client to this Agreement; and

(c) Medic Com may accept instructions from the Client and/or a Client Group Entity.

2.4 The Client acknowledges and agrees that the obligations capable of performance by the Client and/or a Client Group Entity are joint and several obligations of the Client and Client Group Entity.

3. Pricing and invoicing

Pricing

3.1 The Client will pay Medic Com the Fees for the Goods and Services.

3.2 The Client acknowledges and agrees that the Fees are subject to annual review and adjustment at Medic Com's sole discretion. In the event of any adjustment to the Fees, Medic Com agrees to provide the Client with 30 days written notice prior to implementation of the adjustment.

3.3 The Client acknowledges and agrees to any adjustments to the Fees caused by an adjustment to the fees charged by a third party supplier procured by Medic Com for the Client.

3.4 The Client acknowledges and agrees that certain Goods or Services provided by Medic Com may be procured in a foreign currency, such as Subscriptions from an overseas company, and any shortfall caused by foreign currency exchange shall be adjusted in the Fees payable by the Client.

3.5 The Client acknowledges Medic Com, is not the manufacturer of the Goods and that certain Goods may be built-to-order. Medic Com will source such Goods on the basis of a signed Proposal and commitment by the Client to purchase those Goods.

Hourly Rate

3.6 Where specified in a Proposal, the Client will pay Medic Com an hourly rate (the Hourly Rate) for any Services or Ad-Hoc Services.

3.7 Hourly Rates shall be proportionately charged for work of less than one hour and structured in 15 minute units, with 4 units per hour – for example, the time charged for an attendance of up to 15 minutes will be 1 unit and the time charged for an attendance between 15 and 30 minutes will be 2 units.

Reimbursement of Expenses

3.8 The Client will pay all expenses properly and necessarily incurred by Medic Com in the course of providing the Goods and Services.

3.9 Medic Com agrees to:

(a) act reasonably in incurring the expenses;

(b) use reasonable endeavours to obtain the Client's written consent before incurring the expenses; and

(c) upon written request from the Client, provide a copy of the invoice, quote or receipt or proof of payment for the expenses.

4. Payment

Timing of payments

4.1 Medic Com will invoice the Client for all Charges.

4.2 Unless otherwise specified in a Proposal, the Client must pay to Medic Com all Charges for Services in full, on the earlier of:

(a) 14 days from the date on which the invoice is issued to the Client or relevant Client Group Entity; or

(b) 14 days in advance from when such Services are to be performed.

4.3 Unless otherwise specified in a Proposal, the Client must pay to Medic Com the Fees for Goods in full in advance of delivery and within 14 days from the date on which the invoice is issued to the Client. A Client Group Entity which is the recipient of goods or services may make payment of the Fees on behalf of the Client.

4.4 Where any Charges relate to or are connected to Goods or Services provided to or for the benefit of a Client Group Entity, the Client and the Client Group Entity are jointly and severally liable for payment of the Charges. This clause takes precedence over clauses 4.1-4.3, to the extent of any inconsistency.

4.5 The Client acknowledges and agrees that it is responsible for all Charges incurred through or in connection with any telecommunications service, account, telephone number, extension, SIP account, credential, device or equipment supplied, provisioned or managed by Medic Com for the Client or a Client Group Entity, including Charges arising from unauthorised access, fraud, misuse, compromise or use by a third party, except to the extent that such Charges are directly caused by the fraud or wilful misconduct of Medic Com.

4.6 The Client acknowledges that telecommunications services may be susceptible to unauthorised access or fraudulent use and agrees that Medic Com does not warrant or guarantee that such access or use can be prevented.

4.7 Medic Com may, where it reasonably suspects fraud, unauthorised access, misuse or abnormal telecommunications usage, suspend or restrict any affected

telecommunications service without prior notice to the Client. Medic Com will not be liable for any Loss arising from such suspension or restriction where Medic Com has acted reasonably for the purpose of preventing or limiting unauthorised or fraudulent use.

5. Method of payment

5.1 All amounts to be paid by the Client or Client Group

Entity to Medic Com under or in connection with this Agreement must be paid in cash or by way of electronic funds transfer into the account nominated by Medic Com or via Medic Com's client portal.

5.2 Payments by credit, direct debit or using certain merchants, may incur a surcharge or transaction fee as determined by Medic Com acting reasonably.

5.3 All amounts payable under or in connection with this Agreement must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this Agreement.

Payment Default

5.4 If the Client or Client Group Entity defaults in payment by the due date of any amount payable to Medic Com, Medic Com may, without prejudice to any other accrued or contingent rights:

(a) cease or suspend supply of any Goods or Services to the Client and/or Client Group Entity;

(b) suspend the Client's and/or the Client Group Entity's access to any Subscription;

(c) charge interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 4%, calculated daily and compounded monthly, for the period from the due date until the date of payment in full;

(d) charge the Client and/or Client Group Entity for, and the Client and/or Client Group Entity shall indemnify Medic Com from, all costs and expenses incurred by Medic Com resulting from the default or in recovering any overdue amount or enforcing compliance with this Agreement, including without limitation debt collection agency fees, mercantile agent fees, court costs and all legal costs and expenses on a full indemnity basis;

and

(e) demand immediate payment of all amounts owing by the Client to be paid by the Client and/or a Client Group Entity.

5.5 The Client represents and warrants that each Client Group Entity has guaranteed the performance of its obligations under this Agreement and that it shall provide to Medic Com promptly upon request evidence of such a written guarantee.

6. Delivery of Goods

6.1 Medic Com shall (directly or via a third party) deliver the Goods at the loading dock of the

delivery address nominated by the Client in the Proposal.

6.2 Medic Com shall endeavour to deliver the Goods by the delivery date nominated in a Proposal.

However, the Client understands and agrees that the delivery date nominated in a Proposal is an estimate only and that Medic Com shall not be liable to the Client or a Client Group Entity for any delays to delivery.

6.3 Risk in the Goods shall pass to the Client upon delivery at the nominated delivery address.

7. Retention of Title and PPSA

7.1 Title to the Goods shall pass to the Client at such time all Charges under this Agreement have been paid to Medic Com in full.

7.2 Until Medic Com has received full and cleared payment of all Charges, Medic Com retains all right, title and interest (whether legal or beneficial) in the Goods and is entitled to the immediate possession of those Goods and the Client hereby authorises Medic Com to enter into any premises owned or controlled by the Client or a Client Group Entity for the purpose of repossessing those Goods.

7.3 The terms used in these Terms have the same meaning as in the PPSA unless otherwise defined herein.

7.4 This Agreement is a security agreement and Medic Com has a Purchase Money Security Interest in the Goods and the proceeds of their sale.

7.5 The security interest is a continuing interest irrespective of whether there are any monies or obligations owing to the Client at any particular time.

7.6 The Client must do such things as reasonably required by Medic Com in order to give a valid security interest over the Goods which is able to be registered by Medic Com on the PPSR.

7.7 The security interest arising under this clause 6 attaches to the Goods when the Goods are delivered at the Client's premises.

7.8 To the extent permitted by law, the Client waives its rights to receive any notice, notification, verification, disclosure or other documentation that is required by any provision of the PPSA (including but not limited to those specified in sections 95, 118, 124(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA) or any other law before a secured party exercises a right, power or remedy.

7.9 To the extent permitted by law, the Client agrees that the provisions of the PPSA which are for the benefit of the Client or which place obligations on Medic Com will apply only to the extent that they are mandatory or Medic Com agrees to their application in writing.

7.10 The Client must immediately upon Medic Com's request, do all things and execute all documents to give effect to the security interest created under this Agreement.

8. GST

8.1 Words used in this clause which are not defined in this Agreement have the same meaning as in the GST Law.

8.2 Where a party to this Agreement (Supplier) makes a taxable supply under or in connection with this Agreement or in connection with any matter or thing occurring under this Agreement to the other party (Recipient), and the consideration otherwise payable for the taxable supply is not stated as GST inclusive, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST payable on the taxable supply.

8.3 The Supplier must issue a tax invoice (or an adjustment note) for any supply for which the Supplier may recover GST from the Recipient, and must include in the tax invoice (or adjustment note) the particulars required by the GST Law for the Recipient to obtain an input tax credit for that GST.

8.4 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund

the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.

8.5 Where a party is entitled under or in connection with this Agreement to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input tax credits available in respect of those costs.

9. Confidentiality

9.1 The parties understand that Confidential Information will be exchanged between one another to facilitate delivery of the Goods and Services.

9.2 The Receiving Party agrees:

(a) that it will only use or disclose, or permit the use or disclosure, of any Confidential Information to its Representatives and where such disclosure is not fit for any purpose other than the purpose of performing its obligations under this Agreement;

(b) that it shall hold the Confidential Information in confidence and protect and safeguard such Confidential Information;

(c) that it shall notify the Disclosing Party immediately upon discovery of any unauthorised use or access or any loss of Confidential Information;

(d) that it shall not (without the prior written consent of the Disclosing Party) either individually or in conjunction with any other person, disclose or make available any Confidential Information to any other person; and

(e) subject to clause 9.5, it shall be fully responsible and liable to the Disclosing Party for breach of this clause 9 by any of its affiliates, Representatives and any other persons who have obtained access to the Confidential Information by the Receiving Party.

9.3 The Client acknowledges and agrees that Medic Com is not responsible for any data breach, loss of data or unauthorised access to Confidential Information incurred by the Client through its computer hardware, internet, databases, software, Subscriptions or otherwise.

9.4 Without limiting clause 9.2, if the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement, to the extent permitted by law, so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

9.5 Notwithstanding clause 9.2, where Medic Com is the Receiving Party, it may store Confidential Information on third party systems and the Client consents to this use and storage of its Confidential Information and the Client agrees to hold Medic Com harmless for any breach suffered or incurred by Medic Com's third party information systems provider.

9.6 In the event that the Client no longer proceeds with the purchase of Goods, the Client will permanently delete or otherwise remove and cease using or holding details pertaining to the Goods (including without limitation, serial numbers and unique identification numbers).

9.7 The Client shall ensure that each Client Group Entity is bound by confidentiality measures of an equivalent or higher standard as set out in this clause 9.

10. Non-disparagement

10.1 Subject to clause 10.2, on and from the date of this agreement, each party must not:

(a) make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that is critical of, or derogatory or negative towards, any other party or any Representative of any other party; or

(b) cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so, and must take all reasonable steps to prevent its Representatives from doing so.

10.2 Clause 10.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:

(a) promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and

(b) reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

10.3 The Client shall ensure that each Client Group Entity is bound by the Client's obligations set out in this clause 10.

11. Intellectual Property

11.1 The parties agree that all Relevant IP will be owned by, and vest in, Medic Com.

Assignment

11.2 The Client hereby assigns, transfers and conveys to Medic Com all current and future right, title and interest in all Relevant IP and acknowledges that all future Relevant IP will vest in Medic Com on and from creation.

Client's duty to assist Medic Com

11.3 The Client must do anything necessary, including executing any documents or procuring that its Client Group Entity does the same, for the purpose of effecting, perfecting and/or protecting Medic Com's title to any Relevant IP, in Australia or in such other countries as Medic Com may require at its discretion.

Permitted use

11.4 The Client may not use or reproduce any Relevant IP or any other Intellectual Property Rights of Medic Com or any of Medic Com's customers, clients or suppliers without Medic Com's prior written approval, except in the performance of its duties under this Agreement.

12. Acknowledgments

12.1 The Client acknowledges that any Service or AdHoc Service provided by Medic Com may lead to data loss or data corruption or unauthorised access of Confidential Information from the computer hardware, databases, software or Subscriptions of the Client or a Client Group Entity at no fault of Medic Com, and the Client agrees that it is solely responsible to procure adequate data protection controls and backup storage of data.

12.2 The Client acknowledges that they are solely responsible for obtaining any licence or permit that is or may be required to obtain, hold and/or use the Goods and that Medic Com is in no way responsible for the success or failure to obtain such authorisations by the Client or a Client Group Entity. The Client further acknowledges that Medic Com has not made any representations regarding such licenses or permits.

12.3 The Client further acknowledges that its ability to obtain, hold and/or use the Goods subject to any licence or permit does not affect the Client's obligations under this Agreement.

Third Party Services

12.4 The Client acknowledges and agrees that Medic Com may rely upon or procure goods and services from third party suppliers in providing the Goods and Services, including telecommunications carriers, internet service providers, software vendors, cloud service providers, data centres, hosting providers and other third party service providers (Third Party Providers).

12.5 Medic Com does not control and is not responsible for the availability, performance, reliability, security, acts or omissions of any Third Party Provider and does not warrant or guarantee the continuous or uninterrupted availability of any goods or services supplied by a Third Party Provider.

12.6 To the maximum extent permitted by law, Medic Com will not be liable for any Loss arising from or in connection with any outage, interruption, degradation, failure, delay, security incident, discontinuation or other act or omission of a Third Party Provider, except to the extent that such Loss is directly caused by the fraud or wilful misconduct of Medic Com.

12.7 The Client acknowledges that Third Party Providers may vary their pricing, products, services, functionality, terms, licensing requirements or availability from time to time and agrees that Medic Com is not responsible for any such variation.

Emergency Calls

12.8 The Client acknowledges that telecommunications services supplied by Medic Com may rely upon internet connectivity, electrical power, telecommunications networks, third party infrastructure and equipment located at the Client's premises, and that a failure or interruption affecting any of these may prevent or impair the Client's ability to make telephone calls, including calls to emergency service numbers such as 000 and 112.

12.9 The Client acknowledges that telecommunications services supplied using Voice over Internet Protocol (VoIP) or other internet-based technologies may not continue to operate during a power failure, internet outage, network outage, equipment failure or other interruption affecting the telecommunications service.

12.10 The Client is responsible for maintaining an alternative means of contacting emergency services where continuous access to emergency calling is required, including during a power, internet, network or equipment failure.

12.11 Nothing in clauses 12.8 to 12.10 excludes, restricts or modifies any obligation of Medic Com in relation to emergency call services which cannot lawfully be excluded, restricted or modified.

13. Liability and remedies

Indemnity

13.1 The Client unconditionally and irrevocably indemnifies Medic Com from and against, any and all Losses that may be suffered by Medic Com and which arise, directly or indirectly, in connection with any breach of this Agreement by the Client or a Client Group Entity and/or any negligent or other tortious conduct by the Client or a Client Group Entity in the provision of the Goods and Services.

13.2 The Client agrees that it and its Client Group Entities will hold Medic Com harmless for any and all Losses that may be suffered by the Client, a Client Group Entity or a third party and which arise, directly or

indirectly, in connection with any breach of this Agreement by the Client or a Client Group Entity and/or any negligent or other tortious conduct by the Client or a Client Group Entity in the provision of the Goods and Services.

Indemnities continuing

13.3 Each indemnity contained in this Agreement is an additional, separate, independent and continuing obligation that survives the termination of this Agreement despite any settlement of account or other occurrence and remains in full force and effect until all money owing, contingently or otherwise, under the relevant indemnity has been paid in full and no one indemnity limits the generality of any other indemnity.

Limitation of liability

13.4 To the maximum extent permitted by law, Medic Com and its Representatives expressly:

(a) (Disclaimer of warranties) disclaim all conditions, representations, and warranties (whether express or implied, statutory or otherwise) in relation to the Goods and Services, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property Rights. Without limitation to the foregoing, Medic Com and its Representatives make no representation, and provide no warranty or guarantee, that:

(i) the Client (or a Client Group Entity) will achieve any particular results from the provision of the Goods and Services;

(ii) the Goods are free from defects or of a quality suitable for the Client's intended purpose or that of a Client Group Entity;

(iii) the Goods will enable the Client or a Client Group Entity to obtain any licence, permit or approval;

(iv) any particular individuals will perform the Services on behalf of Medic Com; or

(v) the Good and Services will be:

(A) compatible with any particular hardware, software, systems or data;

(B) error-free or that errors or defects will be corrected;

or

(C) meet the requirements or expectations of the Client or a Client Group Entity; and

(b) (Limitation of liability) limit their aggregate liability in respect of any and all Claims for any Losses that the Client, a Client Group Entity and/or any of their Representatives may bring against Medic Com under this Agreement or otherwise in respect of the Goods and Services to the following remedies (the choice of which is to be at Medic Com's sole discretion):

(i) re-supply of the Goods or Services;

(ii) payment of the costs of supply of the Goods or Services by a third party; or

(iii) the refund of any amounts paid by the Client to Medic Com under this Agreement in respect to the Good or Services, even if Medic Com has been advised of the possibility of such Losses, and the Client acknowledges and agrees that Medic Com holds the benefit of this clause 13.4 for itself and as agent and trustee for and on behalf of each of its Representatives.

(c) (exclusion of liability for consequential loss) exclude liability for any and all Claims by the Client, a Client Group Entity or a third party for indirect or consequential loss, including loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of production or loss of goodwill, howsoever arising.

Force majeure

13.5 To the maximum extent permitted by law, Medic Com and its Representatives expressly exclude liability for any damage and/or delay in the performance of any

obligation of Medic Com under this Agreement where such damage or delay is caused by circumstances beyond the reasonable control of Medic Com, including but not limited to an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host or Subscription, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy, and Medic Com shall be entitled to a reasonable extension of time for the performance of such obligations, and the Client acknowledges and agrees that Medic Com holds the benefit of this clause 13.5 for itself and as agent and trustee for and on behalf of each of its Representatives.

Remedies for breach

13.6 Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 9 (Confidentiality), clause 10(Non-disparagement) or clause 15 (Non-solicitation), damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, without the necessity of showing actual damage and without any security being required, together with recovery of costs.

Any Claims asserted by such other party against the first-mentioned party shall not constitute a defence in any such injunction action, application or motion.

14. Termination

Termination for breach

14.1 Medic Com may terminate this Agreement immediately by notice to the Client if an Event of Default occurs in respect of the Client.

14.2 If Medic Com commits any material or persistent breach of this Agreement, the Client may provide Medic Com with a notice of breach in writing. If Medic Com fails to remedy the breach within 20 Business Days after the date of its receipt of such notice, the Client may terminate this Agreement with immediate effect upon providing Medic Com with a further notice of termination in writing.

Termination with notice – Services Only

14.3 The Client may, without limitation to its rights under clause 14.2, terminate any Services which are the subject of this Agreement at any time by giving at least 2 months' written notice to Medic Com. A Client Group Entity may terminate any Services in accordance with clause 14.3 provided that it supplies written evidence of the Client's authority at the time of giving such a notice of termination.

14.4 Medic Com may, without limitation to its rights under clause 14.1, terminate any Services which are the subject of this Agreement at any time by giving at least 2 months' written notice to the Client.

Effect of termination

14.5 In the event of termination of this Agreement under clause 14.3 or 14.4, the Client will not have any liability to make any further payments to Medic Com except that, if such termination takes effect part of the way through a particular month of the Services, the Client will remain liable to pay the pro rata proportion of the Charges for that month accrued prior to the date on which such termination takes effect, subject always to receipt of an appropriate invoice from Medic Com under clause 3 and clause 4 will apply in respect thereof.

Partially completed deliverables – Services

14.6 Upon the cessation of Medic Com's engagement under this Agreement, subject to payment of all outstanding Charges by the Client in accordance with the terms of this Agreement, Medic Com will deliver to the Client any and all partially completed deliverables that are included within the scope of the Services.

Partially completed deliverables – Goods

14.7 Should the Client change its mind after entering into this Agreement but before receiving the Goods, the Client agrees that:

(a) it will notify Medic Com as soon as reasonably practicable that it has changed its mind;

(b) upon receiving notification from the Client, Medic Com will cease work:

(i) Medic Com will return to the Client the Fees paid for those Goods less the Pro Rata Fee; or

(ii) if the Client has not yet paid the Fees payable for those Goods, the Client shall pay Medic Com the Pro Rata Fee; and

(c) It will assist Medic Com with transferring any registration of the Goods.

14.8 The Client understands and agrees that the Pro Rata Fee is reasonable and attributable to the time, cost and potential loss suffered by Medic Com because of the Client changing their mind.

Accrued rights

14.9 Termination of this Agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

Survival

14.10 The obligations of the parties under clause 9(Confidentiality), clause 10 (Non-disparagement), clause 11 (Intellectual Property), clause 13 (Liability and remedies), clause 15 (Non-solicitation) and this clause 14 will survive the termination of this agreement.

15. Non-solicitation

15.1 During Medic Com's engagement with the Client under this Agreement and for each Non-Solicitation Period thereafter, the Client must not, without Medic Com's prior written consent (which Medic Com may withhold in its absolute discretion), directly or indirectly:

(a) (non-solicitation suppliers) interfere with or disrupt, or attempt to interfere with or disrupt, any relationship, whether contractual or otherwise, between Medic Com and any of Medic Com's suppliers, distributors or joint venture partners, or identified prospective suppliers, distributors or joint venture partners; or

(b) (non-solicitation of staff) induce, encourage or solicit any of Medic Com's officers, employees, contractors or agents to cease or reduce their employment, engagement or agency with Medic Com.

15.2 The Client acknowledges and agrees that:(a) the restraints in clause 15.1 constitute several separate covenants and restraints consisting of each of clauses 15.1(a) and (b) combined with ach separate Non-Solicitation Period severally;

(b) each of those separate covenants and restraints is a fair and reasonable restraint of trade that goes no further than is reasonably necessary to protect Medic Com's goodwill and business;

(c) the Client has received substantial and valuable consideration for each of those separate covenants and restraints, including its receipt of the Goods or Services;

(d) The Client acknowledges that the restraints in this clause apply to it, its directors, officers and employees and it

agrees to ensure that such persons are bound to the same obligations;

(e) breach by the Client of any of those separate covenants and restraints would be unfair and calculated to damage Medic Com's goodwill and business and would lead to substantial loss to Medic Com.

15.3 A reference in this clause 15 to a "Non-solicitation Period" is a reference to any one of the following periods:

(a) 12 months from the End Date or date of early termination of this Agreement;

(b) 6 months from the End Date or date of early termination of this Agreement;

(c) 3 months from the End Date or date of early termination of this Agreement.

15.4 Each of the prohibitions contained in clause 15.1 in combination with the interpretative provisions in clause 15.3 is to be read and construed as being a separate, severable and independent prohibition or restraint, each from the other as regards to each restraint period and is enforceable accordingly so that the invalidity or unenforceability of any prohibition or restraint in respect of any of the restrain periods does not affect the validity or enforceability of the prohibitions or restraints in respect of any other Restraint Period.

16. Trustees

16.1 Each Trustee enters into this Agreement only in its capacity as trustee of the Relevant Trust and in no other capacity.

16.2 A liability arising under or in connection with this agreement can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Relevant Trust out of which the applicable Trustee is actually indemnified for the liability.

16.3 This limitation of each Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of each Trustee in any way connected with this Agreement, including any representation, warranty, conduct, omission, agreement or transaction related to this agreement.

16.4 No party may sue a Trustee in any capacity other than as trustee of the Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the applicable Trustee or to prove in any liquidation, administration or arrangement of or affecting the applicable Trustee (except in relation to property of the Relevant Trust).

16.5 Clauses 16.1 to 16.4 will not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because, under the trust agreement establishing the Relevant Trust or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Relevant Trust, as a result of the Trustee's fraud, negligence or breach of trust.

16.6 No Trustee is obliged to do, or refrain from doing, anything under this Agreement (including incurring any liability) unless its liability is limited in the same manner as set out in clauses 16.1 to 16.4.

17. Notices

17.1 A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

(a) Delivered personally; or

(b) Posted to their address when it will be treated as having been received on the fourth business day after posting; or

(c) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

18. General

Further assurances

18.1 Each party must (at its own expense, unless otherwise provided in this Agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

Third parties

18.2 This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Costs

18.3 All costs and expenses in connection with the negotiation, preparation and execution of this agreement, and any other agreements or documents entered into or signed pursuant to this agreement, will be borne by the party that incurred the costs.

Entire agreement

18.4 This Agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

Severability

18.5 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

(a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability;

and

(b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

18.6 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Agreement.

Amendment

18.7 This Agreement may not be varied except by written instrument executed by all of the parties.

Assignment

18.8 A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this agreement without the prior written consent of the other party.

Counterparts

18.9 This Agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Priority

18.10 In the event of a conflict between these Terms and a Proposal, these Terms shall prevail to the extent of the conflict or inconsistency.

Governing law and jurisdiction

18.11 This Agreement is governed by the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia, sitting in the State of Victoria, Australia.

19. Definitions and interpretation

Definitions

19.1 The following definitions apply in this agreement unless the context requires otherwise:

Ad-Hoc Services means any services additional to the Services, as may be described in a Proposal.

Agreement means these Terms and each Proposal.

Associated Entity has the meaning prescribed by the

Corporations Act 2001 (Cth).

Business Day means a day which is not a Saturday, Sunday, bank or public holiday in Victoria.

Charges means Fees and Expenses.

Claim means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

Client means the party specified on or receiving a Proposal.

Client Group Entity means any Related Body Corporate or

Associated Entity of the Client or any entity which shares Control of or with the Client or is under or subject to the Control of the Client. For the avoidance of doubt, this includes any entity which is a franchisor or franchisee, licensor or licensee of the Client.

Confidential Information means all information relating to a party, any customer, client, supplier, distributor or joint venture partner, of the party and/or any of the business or financial affairs of any of them, including but not limited to:

(a) any information that is specifically designated by

any of them as confidential;

(b) any information which, by its nature, may reasonably be regarded as confidential;

(c) the terms of this Agreement, including the Goods or Services;

(d) any information relating to any:

(i) agreements, arrangements or terms of trade with any existing or prospective customer, client, supplier, distributor or joint venture partner or other contractual counterparty;

(ii) customer, client, supplier, distributor, joint venture partner, employee, technology, product, service, proposal, market opportunity, business or product development, design specifications, plan, pricing, financial position or performance, capabilities, capacities, operations or processes; or

(iii) Intellectual Property Rights,of any of them; and

(e) any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information.

Control means the power of a person or entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person or entity) that the affairs of

another are conducted in accordance with its wishes.

Disclosing Party means the party disclosing Confidential Information.

End Date means the date on which the Services are to conclude or the date on which the Goods specified in a Proposal are delivered, and all Charges have been paid to Medic Com.

Event of Default means any of the following on the part of the Client:

(a) committing any material or persistent breach of this Agreement;

(b) repudiating or, in the reasonable opinion of Medic Com, evincing an intention to repudiate, this Agreement;

(c) misleading Medic Com in any material way; and/or

(d) an Insolvency Event occurring in respect of the Client.

Expenses mean the expenses of Medic Com.

Fees means all fees and charges set out in the Agreement.

Goods means products, such as telephony and internet equipment, which Medic Com has agreed to supply and the Client has agreed to purchase, as more particularly described in a Proposal.

GST has the same meaning given to that expression in the GST Law.

GST Law has the same meaning as given to it in the A New Tax System (Goods and Services Tax) Act 1999(Cth) and also includes any related act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

Hourly Rate has the meaning given in clause 3.6.

Insolvency Event means, in respect of a party:

(a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;

(b) where the party is a company, a resolution is passed or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;

(c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or

(d) the party is otherwise unable to pay its debts as and when they fall due.

Intellectual Property Rights means all intellectual property rights which may subsist, now or in the future, whether or not registered or registrable, including but not limited to trademarks, patents, copyrights, designs, Confidential Information, know-how and all other rights in respect of intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1976.

Losses means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

(a) liabilities on account of tax;

(b) interest and other amounts payable to third parties;

(c) legal and other professional fees and expenses (on a full indemnity basis) and

other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability;

and

(d) all amounts paid in settlement of any Claim.

Medic Com means Medic Com Pty Ltd (ACN 665 373 651), trading as Medic Com (ABN 35 665 373 651).

PPSA means the Personal Property Security Act 2009 (Cth).

PPSR means the Personal Property Securities Register.

Proposal means a document to be signed by the parties, that sets out the details of the Goods and/or the Services and Fees.

Pro Rata Fee means(a) 30% of the Fees paid or payable if the notice under clause 14.7(a) is provided within 24 hours of the Start Date.

(b) 40% of the Fees paid or payable if the notice under clause 14.7(a) is provided after 24 hours of the Start Date but before 1 week;

(c) 50% of the Fees paid or payable if the notice under clause 14.7(a) is provided after 1 week of the Start Date but prior to 1 week of scheduled or estimated delivery of the Goods;

(d) 60% of the Fees paid or payable if the notice under clause 14.7(a) is provided within 1 week of scheduled or estimated delivery of the Goods; which may only be reduced at the absolute discretion of Medic Com.

Receiving Party means the party receiving the Confidential Information.

Related Body Corporate has the meaning prescribe by the Corporations Act 2001 (Cth).

Relevant IP means all Intellectual Property Rights that Medic Com makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours) in the course of, or arising out of, the provision of the Goods, Services and/or Medic Com's engagement with the Client, including any Intellectual Property Rights so made, developed or conceived:

(a) using the premises, resources or facilities of the Client or any of its customers, clients or suppliers;

(b) in the course of, as a consequence of, or in relation to, the provision of the Goods or Services by Medic Com and/or the performance (whether proper or improper) of Medic Com's duties and responsibilities to the Client under this Agreement or otherwise;

(c) as a direct or indirect result of any person's access to any Confidential Information or Intellectual Property Rights of the Client or any of its customers, clients or suppliers; or

(d) in respect of any of the products or services of the Client or any of its customers, clients or suppliers, or any alterations, additions or methods of making, using, marketing, selling or providing such products or services.

Relevant Trust means, in respect of any Trustee, the trust in respect of which the Trustee is expressed to have entered into this Agreement as trustee.

Representatives means, in respect of a person, the employees, officers, consultants, agents, legal advisers and professional advisers of that person.

Services means the information, communication and technology services that Medic Com has agreed to provide to the Client as more particularly described in a Proposal.

Start Date means the earlier of the date on which the Proposal is signed by the last party or the date on which Medic Com commences the Services or the date on which the Client instructs Medic Com to continue with the Goods or Services.

Subscription means a license subscription to a third party telecommunications and/or software provider as arranged and managed by Medic Com in performing the Services for the Client.

Terms means these Terms and Conditions for Goods and Services.

Territory means Australia.

Trustee means any party to this Agreement that is expressed to have entered into this Agreement in its capacity as a trustee of any trust.

Interpretation

19.2 The following rules of interpretation apply in this Agreement unless the context requires otherwise:

(a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

(b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

(c) Grammatical forms of defined words or phrases have corresponding meanings;

(d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;

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

(f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

(g) References to a party are intended to bind their executors, administrators and permitted transferees; and

(h) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.