

AlphaCommerceHub Pty Ltd (ACN 061 106 741) of Level 7, 276 Flinders Street, Melbourne, Victoria (trading as Alpha Fintech), (**Alpha**) and the Customer named in **Schedule 1 (Customer/You)**, and collectively, the Parties (or a Party) agree:

1 Non-exclusive, cancel anytime, subscription based offer for Services

By accepting the terms of this Agreement, You acknowledge and agree that:

- (a) Our Services are provided to You on a non-exclusive basis;
- (b) You will access and Use the AlphaHub and related Services during any Free Service Trial period in accordance with Alpha's Fair Use Policy at **Schedule 5**;
- (c) If You breach Alpha's Fair Use Policy, Alpha may at its sole and absolute discretion:
 - (i) charge You the Fees in **Schedule 2 (Fees)** for such use; and
 - (ii) suspend; or
 - (iii) terminate this Agreement with You,
- (d) after the Free Service Trial period has expired and You continue to Use the AlphaHub and related Services, Alpha will charge You the Fees under clause 8 and **Schedule 2 (Fees)** until this Agreement is terminated by either Party.
- (e) You may cancel this Agreement with Us at any time as set out under clause 20 of this Agreement.

2 Definitions

Unless the contrary intention appears, the words below have the following meaning in this AlphaHub User Agreement (**Agreement**):

Alpha Group Member means any related body corporate of AlphaCommerceHub Pty Ltd (**ACH**) (according to the meaning in section 50 of the *Corporations Act 2001*(Cth)) (a "Related Body Corporate").

Acquiring Bank means a bank or other financial institution engaged by you to undertake acquiring and settlement services on your behalf in respect of any EFT Transaction.

Agreement means this document and its Schedules.

AlphaHub means Our software which includes any processing component, user interface and transaction engine which enables configuration functions including but not limited to orchestration definition, third party product enrolment, transaction reporting, process submission) and connects a user to digital and electronic functions and services via a single dynamic API interface, supporting multiple technologies as modified, updated, enhanced or otherwise deployed by Alpha from time to time.

AlphaHub Portal means a point of access for a Customer to use requested services as part of an AlphaHub User Agreement.

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

Card means a card (including a virtual card) issued as a Visa or MasterCard card or any other card type issued by any other Payment Scheme or Payment Scheme member.

Card Data means information stored on a Card including information used to perform an EFT Transaction, account numbers, Card number and expiry date, Cardholder name, magnetic strip date and chip on a Card, personal identification numbers (PINs), PIN bloc and any other data or information that Alpha may request from a Cardholder to process a EFT Transaction in accordance with this Agreement.

Cardholder means a Person in whose name a Card has been issued.

Change of Control has the meaning given to such term in the *Corporations Act 2001* (Cth).

Charge Back means a reversal of a sales transaction.

Claim means any action, proceeding or investigation of any nature or kind and includes the allegation of damage, a liability, charge, expense, outgoing or cost of any kind.

Confidential Information means in this Agreement, any information that is disclosed to the Customer or otherwise becomes known to the Customer, whether before or after the date of this Agreement, which is reasonably or factually considered to be confidential to Alpha, including information relating to technology, processes, products, specifications, inventions or designs used or developed by Alpha, including Alpha trade secrets and know-how and information of a commercially sensitive nature.

Customer Group Member means any related body corporate of the Customer (according to the meaning in section 50 of the *Corporations Act 2001*(Cth)) (a "Related Body Corporate").

Data Breach means any unauthorised access by a third party to Personal Information or Card Data stored or controlled by a Party to this Agreement.

Documentation means any Alpha equipment, computer software (including development tools and object libraries), concepts, approaches, tools, methodologies, processes, know-how, data, documentation, manuals, guides and anything else which is reduced to a material or electronic form necessary for the effective installation, operation, use, development and maintenance of the AlphaHub.

EFT Transaction means an online electronic fund transfer performed through a Payment Scheme including successful, unsuccessful, reversed or adjusted transactions including balance enquiries, purchases and reversals or refunds.

End Users means all participants in a Payment Scheme including Cardholders and any other Customer end merchant.

Fair Use Policy means the policy in **Schedule 5** of this Agreement.

Force Majeure Event is an event:

- (a) outside of the reasonable control of the Party claiming that the event has occurred; and
- (b) the adverse effects of which could not have been prevented or mitigated against by that Party by reasonable diligence or reasonable precautionary measures,
- (c) and includes natural disasters, acts of terrorism, riots, revolutions, civil commotion, or epidemic, but excludes any act or omission of a sub-contractor (except where that act or omission was caused by a Force Majeure Event).

Free Service Trial means a limited period of time to access and use selected functions available through the AlphaHub which may be modified by Alpha at its sole discretion and at any time.

Insolvency Event means:

- (a) where a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable or under any applicable legislation;
- (b) commits an act of bankruptcy or similar default under the laws in which a Party is domiciled; or
- (c) has a receiver, manager, liquidator, administrator, or controller appointed by a third party in relation to the control of its assets.

Intellectual Property Rights means all rights, including:

- (a) existing and future copyright;
- (b) rights in designs, patents, semiconductors and circuit layouts;
- (c) rights in trade marks and in business and company names; and
- (d) all rights in any applications for or registrations of the rights described in paragraphs (a) to (c) above,

whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement.

Integration has the meaning given in the clause entitled, Integration.

Payment Schemes means Visa, MasterCard, JBC, China UnionPay, AMEX, Alipay and any other payment scheme introduced from time to time capable of processing EFT Transactions via the AlphaHub.

PCI DSS means the Payment Card Industry 'Data Security Standard' as updated from time to time by the Data Security Standard at <https://www.pcisecuritystandards.org/>.

Personal Information has the meaning given in a Privacy Law.

Point of Demarcation (PoD) is the point where the direct operational control or ownership of the data changes between You and Alpha or Alpha and a third Party, a point of interface between the AlphaHub and any systems owned or operated by You or any third party. Alpha will use its own internal timestamp mechanism to determine the actual PoD between Alpha, You and any third party.

Privacy Law means the *Privacy Act 1988* (Cth) in Australia as amended from time to time.

Prohibited Goods or Services means any goods or services listed in **Schedule 4** of this Agreement.

Related Body Corporate has the meaning given to it in the *Corporations Act, 2001* (Cth).

Relevant Law means any statute, guideline, standard or other law including regulations and other instruments relevant to the obligations and rights of the Parties under this Agreement.

Services means items in **Schedule 2**.

Term means the Commencement Date for a paid subscription to Services under this Agreement under clause 20(a).

Transaction Fee means a fee listed in **Schedule 2** for a Service consumed by You via the AlphaHub.

Use means the integration, installation, running, access and anything reasonably incidental to these activities by a Customer in respect of the AlphaHub.

Value Add Service means any web-based application that is provided by a third party which interoperates with the AlphaHub and identified as a third party product and subject to separate third party vendor terms and conditions and a Value Add Service Provider is any Person that provides a Value Add Service (which is not Alpha).

3 Provision of Services

3.1 The Services

Subject to Your ongoing compliance with this Agreement, We will provide the Services in **Schedule 2 (Fees)** to You during the Term of this Agreement.

3.2 Change or modification to Services

We reserve the right to change, modify, discontinue, add or remove features or functionality from any Service accessed through the AlphaHub by giving You reasonable notice about a change through Your AlphaHub Portal and it is Your responsibility to review Your AlphaHub Portal for notices from Us about changes to any Service or the AlphaHub from time to time.

4 Integration

- (a) Before You can access the AlphaHub, You may be required to perform an integration to Your system(s) which is detailed in the Alpha Fintech Knowledge Centre at <https://alphafin.tech/knowledge-center/>.
- (b) If You need assistance with integration, You can contact the Alpha Help Desk as explained in **Schedule 3** of this Agreement.

5 Customer Warranty

By Using the AlphaHub and Services, You agree:

- (a) to conduct Your business in a way that does not harm to the reputation or goodwill of Alpha;
- (b) not to engage in conduct that is deceptive, tortious, offensive, infringes the Intellectual Property Rights of any third party, is misleading or otherwise illegal or which could cause harm to the AlphaHub or Alpha including any other End Users; and
- (c) to comply with all Relevant Laws and Scheme Rules.

6 Alpha sub-contracting

6.1 We may subcontract some of our Services

We may sub-contract some parts of Our Service(s) through carefully selected and skilled contractors, and where We subcontract a part of Our Service, We are not relieved of Our obligations to You under this Agreement.

6.2 Value Added Service Providers are not subcontractors

Any Value Added Service that You Use through the AlphaHub is not a sub-contractor to Alpha and You access and Use the Value Added Service through the AlphaHub by a separate contract between You and the Value Added Service Provider.

7 Support Services

7.1 Our Support Service

We will provide You with technical support when You need it for your Services as set out in **Schedule 3 (Technical Support)** of this Agreement.

7.2 Support Service Exclusion

We do not support Value Added Service Provider products or services except where Your access is limited by a technical issue directly caused by the AlphaHub.

8 Fees

8.1 Service Fees

Following the end of the Free Service Trial period, You agree to pay Us the Fees for each Service that You Use as described in **Schedule 2 (Fees)** during the Term.

8.2 Value Added Service Fees

If You Use any Value Added Service via the AlphaHub, You agree that You are solely responsible for payment of any fees incurred by You for Your Use of the Value Added Service (via the AlphaHub) to a Value Added Service Provider and We are not responsible for any Value Added Service fee(s) that You accrue by Your access, use or consumption of any Value Added Services via the AlphaHub.

8.3 Fee Price Adjustments

We may reasonably vary any Fee in **Schedule 2** of this Agreement by giving You no less than 30 days notice of the Fee variation in writing which may be given via a notification to Your AlphaHub Portal and if You continue to Use Our Services after a notification under this clause 8.3 is given, You are treated by Alpha to have agreed to the Fee Variation.

9 Your general obligations

You acknowledge and agree that You:

- (a) are solely responsible for the security of data residing on servers owned or operated by You, or a third party engaged by You which integrate with the AlphaHub;
- (b) must comply with all of Our reasonable security requirements during the Term of this Agreement as We reasonably notify You from time to time;

- (c) are solely responsible for verifying the accuracy and completeness of all EFT Transactions submitted and processed by Us on Your behalf;
- (d) must provide Us with prior written notice of any change in Your business activity or place of business;
- (e) must not process any EFT Transaction for the sale of any Prohibited Goods or Services in **Schedule 4** or process any EFT Transactions on behalf of a third party that may be listed in Schedule 4;
- (f) must provide Us with all information and assistance reasonably required by Us to perform Our obligations and to deal with any queries in relation to the Services We provide to You;
- (g) must comply with all applicable Payment Scheme Rules and Relevant Laws in respect of Your Use of Our Services during the Term.

10 Services

- (a) We will attempt to process via the AlphaHub any payment, pre-authorisation of payment, refund or reversal transaction submitted by You or Your customer that is not considered to breach clause 11.
- (b) You authorise Us to discuss any matter that relates to the establishment of an internet merchant account, the provision of any AlphaHub Service, and Your obligations in connection with those services, with any Payment Scheme, bank, financial institution, Acquiring Bank or payment services provider for the purposes of using the AlphaHub.

11 Invalid or Unacceptable EFT Transactions and Indemnity

- (a) Despite clause 10, You acknowledge and agree that We may:
 - (i) refuse to process or accept an EFT Transaction if it is invalid or unacceptable including where it relates to a Prohibited Goods or Service;
 - (ii) process any reversal, Charge Back or other EFT Transaction received from Your Acquiring Bank; and
 - (iii) without limiting the above, delay, block, freeze or refuse to accept any EFT Transaction where We reasonably believe the EFT Transaction would breach an Law in Your jurisdiction or in any other country in which We operate.
- (b) You further acknowledge and agree that You:
 - (i) are solely liable for, release and hold Us harmless against any Claim arising from any fraud or invalid EFT Transactions processed by an AlphaHub gateway; and
 - (ii) indemnify Us in relation to any Claim in relation to, or arising from any fraudulent claims or invalid EFT Transactions, unless and to the extent that a Claim was directly caused by Us.

12 Our Privacy Obligations

12.1 Personal Information handling

We may collect, retain, and disclose information and data from You and Your End Merchant Users (including data associated with any Service under this Agreement) in accordance with this Agreement and may hold and disclose Personal Data outside of the jurisdiction in which We are domiciled. If We disclose Personal Data outside of the jurisdiction in which that Personal Data was originally collected by Us, then We will do so in accordance with the requirements of the applicable Privacy Law in the relevant jurisdiction.

12.2 Data Transmission Risk

We will only be liable for and bear the risk for the transmission of data provided by You to Us necessary for Us to perform the Services under this Agreement up to the Point of Demarcation, unless otherwise directed under a Privacy Law.

12.3 Data Retention

- (a) You are solely responsible for compiling and retaining a permanent record of all EFT Transactions and End User data required to be held by You either by Your Acquiring Bank or other Regulatory Body or a Law.
- (b) We will retain all EFT Transaction data in accordance with the requirements of the PCI DSS.
- (c) We will keep each record of an EFT Transaction for a period of not less than seven (7) years from the last date of the EFT Transaction. CVV2/CVC2 data shall not be retained or stored once an authorisation for an EFT Transaction has been processed.

13 Personal Information and Data Breach

13.1 Data Breach: Either Party

If either Party suffers a Data Breach which includes a breach of Personal Information, (**Compromised Party**):

- (a) The Compromised Party, at its sole cost, must notify the other Party immediately and:
 - (i) advise the Other Party of the nature of information that has been compromised;
 - (ii) advise if the Data Breach was unauthorised access resulting in creation, deletion, alteration, copying or manipulation; and
 - (iii) take all available steps to rectify or mitigate (as the case may be) the consequences and any Claim relating to a Data Breach.
- (b) If You are a Compromised Party We may, until You have (at Your sole cost) rectified the Data Breach, suspend Your impacted Service until We are satisfied that the Data Breach has been contained or rectified (to our reasonable satisfaction) to ensure that We are not actually or potentially exposed to a Claim or where:
 - (i) there is a risk of further Data Breach, any fines, penalties or other enforcement action that may be taken by any Payment Scheme, regulator or Your Acquiring Bank;
 - (ii) put any Confidential Information or Personal Information at risk of being disclosed to unintended recipients; or
 - (iii) put Us in breach of a Privacy Law.

13.2 Regulatory Notification

- (a) If a Regulator needs to be notified of a Data Breach (including a Privacy Breach), We will take all steps required to notify that Regulator where the Data Breach directly involves the AlphaHub or Alpha or an Alpha Group Member and We will keep you informed as required for the purpose of this clause 13.
- (b) If You suffer a Data Breach You will be responsible for fulfilling any relevant notification requirements under applicable Privacy Laws, and You agree that before You notify any Regulator, You will provide a copy of Your draft notification to Us for Our review and consent, where Your notification may refer to Alpha or an Alpha Group Member, the AlphaHub or an Alpha Service.
- (c) A failure to comply with the obligation under clause 13.2(b) will be considered to be a material breach by Us.

14 PCI DSS Compliance

- (a) Without limiting any other provision of this Agreement to the extent that the requirements of the PCI DSS apply to any Service that We provide to You under this Agreement, We will ensure that the Service Used by You meets Our required PCI DSS obligations at Our own cost.
- (b) To the extent that any Service You Use requires You to hold PCI DSS compliance, You acknowledge and agree that You will remain compliant for the Term of this Agreement and not do anything that may place Us in breach of Our PCI DSS compliance obligations under this Agreement.
- (c) A Party must notify the other Party immediately in writing of in the event of a breach of any obligation under this clause 14.

15 Mutual Representations and warranties

Each Party represents and warrants to the other that:

- (a) it is entitled to enter into this Agreement and to perform its obligations under this Agreement;
- (b) to its knowledge there are no Claims pending or threatened against it, or by it, which may have a material effect on this Agreement;
- (c) it has all licences, authorisations, consents, approvals and permits required to exercise its rights and perform its obligations under this Agreement.

16 Customer representations and warranties

You represent and warrant for the term of this Agreement that:

- (a) if You, a Related Body Corporate or any officer, employee or agent of You or a Related Body Corporate has at any time been listed on a database of terminated merchants maintained by any Payment Scheme or have otherwise had merchant services declined or terminated by any Acquiring Bank, You have disclosed that fact to Us;
- (b) all representations and statements made by You in this Agreement, or in any other document relating to the Services, are true, accurate and complete in all material respects; and
- (c) You are engaged in a lawful business and are duly licensed to conduct that business in compliance with all Relevant Laws and do not engage in any business activity that may be construed as a providing, selling or making available any Prohibited Good or Service listed in Schedule 4 and continue to state and restate this warranty for the duration of the Term of this Agreement.

17 Our Representations and Warranty

17.1 Our Service Warranty

Where Our Services have guarantees that cannot be excluded by a Law, for a major failure in respect of Our Service, You are entitled to one of the following options (at Our election):

- (a) to cancel this Agreement with Us; and
- (b) to a refund for any unused portion of any Fee (if paid in advance) under this Agreement.
- (c) If a failure does not amount to a major failure, You are entitled to have technical issues impacting the Service rectified by our Support Team which does not include technical issues affecting a Value Added Service unless the technical issue is directly caused by Us or the AlphaHub.
- (d) Except as set out in this clause 17, We do not make any other warranties or representations in respect of Our Services (and expressly exclude any and all Value Added Services) to the maximum extent permitted by law, any and

all implied warranties and consumer guarantees are otherwise excluded.

18 Liability

- (a) Despite anything to the contrary in this Agreement Our total aggregate liability, including under any indemnity, for all Claims directly caused by a wilful act or negligent omission by Us in respect of a Service supplied by Us to You which expressly excludes any and all Value Added Services except as provided under clause 17.1(c), including any major failure which for the purpose of this Agreement means unavailability of a Service (excluding Value Add Services outside of Our control), and the unavailability is for a period of three (3) or more calendar days, any delay, loss of data, or any error is a total of one (1) times the total Transaction Fees paid by You to Us for the Services You have consumed via the AlphaHub in the preceding 12 months from the date when a Claim arose under this Agreement.
- (b) If, at the date of the event giving rise to a Claim, the Services have been provided for less than 12 months, Our aggregate liability will be determined by calculating the average between all monthly Fees paid by You up to the date a Claim arose. For the avoidance of doubt the amount of any GST (as defined in clause 22) is excluded from the aggregate liability amount.
- (c) Under no circumstances will either Party be liable to the other Party for any indirect, special or consequential damage, Claim which includes inconvenience, loss of profits, reputational harm, loss of opportunity or lost sales, loss or revenue or profit or loss of custom under this Agreement.

19 Indemnity

19.1 Your indemnities

You and each Customer Group Member indemnify and hold Us and each Alpha Group Member (Indemnified Parties) harmless in respect of any Claim by an Indemnified Party in connection with:

- (a) any breach by You or a Customer Group Member of any Relevant Law or Scheme Rule (including any mandated security requirements or codes such as PCIDSS that are relevant to You or a Customer Group Member or any breach of any Relevant Law or Scheme Rule arising out of any breach of this Agreement by You or a Customer Group Member;
- (b) any negligent or fraudulent act or omission by You, Your personnel or a Customer Group Member;
- (c) any fraudulent or invalid EFT Transaction by You, Your personnel or a Customer Group Member;
- (d) any Claim by any Cardholder, Value Add Service Provider, or any other third party arising out of an EFT Transaction processed by Us on Your, Your personnel or a Customer Group Member's instructions in accordance with this Agreement except to the extent that the Claim is caused directly by Us or an Alpha Group Member's direct negligence or an act of fraud; and
- (e) any breach of any obligation of confidence, privacy Card Data, including clauses 24 and 25, by You, Your personnel or a Customer Group Member.

19.2 Conduct of indemnified Claims

- (a) If a Claim to which clause 19.1 applies is made against Us, the following procedures apply:
 - (i) We must give You written notice of the Claim;

- (ii) We must provide You with such assistance as You reasonably require in conducting the defence of the Claim at Your expense; and
 - (iii) You may elect to have control of the defence of proceedings relating to the Claim except to the extent that any negotiated settlement involves any contribution, participation or other action by Alpha in which case You must obtain express and written consent from Alpha to any proposed or negotiated settlement.
- (b) Failure by Us to comply with the indemnification procedures in this clause 19.2(b) does not relieve You of any obligation to indemnify Us under this Agreement in respect of any Claim.
- (c) If You fail to promptly exercise Your option under this clause 19, We may defend the Claim at Your expense, in such manner as We deem appropriate.

20 Term, Termination and Suspension

- (a) This Agreement starts on the Commencement Date (including any Free Service Trial period).
- (b) Alpha may terminate Your access to and Use of the AlphaHub and any Services if We reasonably suspect that You have breached the Alpha Fair Use Policy during the Free Service Trial Period, or any other part of this Agreement including any obligation in clause 21 and a terminating under this clause 20 would have immediately effect and not create or purport to create any obligation by Alpha to You or any of Your End Users.
- (c) If you want to stop Using the AlphaHub and Our Services after the end of the Free Service Trial period, You can terminate this Agreement with Us at any time by notifying Us in writing which You can do by sending an email to our Help Desk (as set out in **Schedule 3**) or to the contact nominated by Us in clause 30.2(a) of this Agreement. We will switch off Your access on the last day of the Free Trial Period and neither Party will have any continuing obligation to the other in respect of any part of this Agreement, except to the extent provided under clause 31 (**Survival**).
- (d) If You decide to continue Using the AlphaHub after the Free Service Trial period, the Commencement of this Agreement remains unchanged, but Your participation in this Agreement is modified to a subscription based plan and subject to Your payment of Fees as set out in **Schedule 2** in accordance with the terms of this Agreement.
- (e) Despite clause 20(d), You may still terminate this Agreement with Us at any time and for any reason by giving Us notice in writing in accordance with one of the options explained under clause 20(c).
- (f) We may terminate this Agreement with You if:
- (i) You commit a material breach of this Agreement and, if the breach is capable of remedy, You elect not to remedy the Breach within a reasonable time period stipulated by Us;
 - (ii) You suffer an Insolvency Event; or
 - (iii) Your, a Customer Group Member or Your personnel breach any obligation under clause 11 relating to the processing of an EFT Transaction.

21 Our suspension and further termination rights

- (a) In addition to our rights under clause 20(f), We may either suspend a Service or terminate this Agreement immediately (as reasonably determined by Us) and without further notice or liability to You if:

- (i) any fee or other amount that has been invoiced to You that is due and payable to Us under this Agreement and remains unpaid after ten Business Days of Alpha issuing a written demand for payment of that amount;
 - (ii) We have formed a reasonable belief, or suspicion of fraud in connection with You, Your customers or any EFT or other Transaction for which Services are provided to You under this Agreement;
 - (iii) in Our reasonable opinion, the processing of Your EFT Transactions exposes Us to an unacceptable level of risk (including potential fines or penalties imposed under a Relevant Law or Scheme Rule) despite Your warranties which We have and continue to rely on during the Term of this Agreement;
 - (iv) Your business or equipment is or has been targeted by a person engaged in fraudulent or dishonest activity whether with or without Your knowledge and those circumstances or threats have not been removed by You to Our reasonable satisfaction;
 - (v) You or any service provider (other than Us) that You use in connection with the Services has suffered a Data Breach;
 - (vi) a direction is made under Relevant Law or Scheme Rule that a Service be suspended or terminated;
 - (vii) We are advised or instructed to do so by your Acquiring Bank, or any Payment Scheme from whom You obtain payment services to take specific and direct action under this clause 21;
 - (viii) we have formed on reasonable grounds, a suspicion that You do not meet the security standards required for compliance with the PCI DSS or otherwise required by any Payment Scheme where You are required to maintain PCI DSS certification under this Agreement;
 - (ix) in the case of any Services, a service provided by any third party upon which the AlphaHub or a Service relies is unavailable in circumstances beyond Our reasonable control; or
 - (x) You or Your business (including a Group Member) have or cause a significant adverse credit event recorded against You.
- (b) A suspension or termination under this clause 21 may be made immediately and without prior notice to You in order to protect and safeguard Card Data, Personal Information and Our assets including the AlphaHub. We will endeavour to notify You reasonably promptly after any suspension or termination has occurred and provide You with information about how the suspension may be lifted by You if the Agreement is not subject to termination under this clause 21.

22 Taxes

22.1 GST Definitions

Terms used in this clause 22 not defined elsewhere in this Agreement have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

22.2 Monetary amounts are GST exclusive

Unless otherwise expressly stated, all monetary consideration to be provided under or in accordance with this Agreement is exclusive of GST.

22.3 GST exclusive and non-monetary supplies

To the extent that the consideration to be provided for any supply made under or in accordance with this Agreement is:

- (a) expressly stated to be exclusive of GST; or
- (b) non-monetary,

the recipient of the taxable supply must pay to the supplier (at the same time as payment for the taxable supply is required to be made in accordance with this Agreement) an additional amount equal to the GST payable in respect of the consideration to be provided under paragraph (a) or (b), as appropriate, for the taxable supply.

22.4 Tax invoices

The recipient's obligation to pay the GST component of any consideration under this Agreement is subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

22.5 Reimbursable expenses

If this Agreement requires a Party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another Party, the amount required to be paid, reimbursed or contributed by the first Party will be the sum of the amount of the reimbursable expense net of input tax credits (if any) to which the other Party is entitled in respect of the reimbursable expense and any GST payable by the other Party.

22.6 Other taxes, duties and charges

Except as set out in this clause 22 in respect of GST, all taxes, duties and charges imposed or levied in Australia or overseas in connection with this Agreement will be borne by You.

23 Intellectual Property Rights

23.1 Ownership and use of Intellectual Property Rights

The Parties agree that other than as provided in clause 23 nothing in this Agreement transfers ownership in, or otherwise grants any rights in any Intellectual Property Rights of a Party including any Value Added Services to the other Party.

23.2 Intellectual Property Licence

Alpha absolutely and unconditionally has and continues to have sole and exclusive ownership of all right, title and interest in all Intellectual Property in respect of the AlphaHub and the Alpha Services that it makes available to a Customer (including where this is done under a licence to Alpha), and Alpha grants to the Customer a limited and revocable licence to access and use the Alpha Intellectual Property during the Term of this Agreement in Australia. If this Agreement is terminated for any reason, this Intellectual Property Licence will also come to an end immediately at the time the Agreement is terminated.

24 Confidentiality

24.1 Mutual obligations of confidentiality

Subject to clauses 24.2 and 24.4, each Party must ensure that its employees, agents and subcontractors do not make public or disclose Confidential Information of the other Party and do not use such Confidential Information other than for the purposes of this Agreement.

24.2 No breach where disclosure required by Law

The obligations of the Parties in respect of Confidential Information are not breached where a Party is required by law to disclose the Other Party's Confidential Information, provided that the disclosing Party notifies the other Party as soon as possible of the proposed disclosure.

24.3 Return or destruction of Confidential Information

Each Party must:

- (a) where requested to do so by the other Party; or
- (b) when a Party has completed performance of its obligations under this Agreement,

promptly return to the other Party or destroy if requested to do so by the other Party, any Material supplied or created by the other Party, containing any of that Party's Confidential Information.

24.4 Permitted disclosures

Notwithstanding any other provisions of this clause 24, either Party may disclose the terms of this Agreement, and Confidential Information of the other Party to its solicitors, auditors, insurers, regulators or accountants or, in the case of Alpha of an Alpha Group Member, to an actual or prospective investor in or financier to Alpha or an Alpha Group Member, provided that the disclosing Party ensures that every person to whom disclosure is made uses the information disclosed solely for the purpose for which it was disclosed and treats the Confidential Information as confidential.

25 Personal Information and Privacy

25.1 Interpretation

The obligations of this clause 25 apply notwithstanding any permitted Processing of Personal Information.

25.2 Permitted Processing of Personal Information

- (a) We will only Process Personal Information held in connection with this Agreement for the purposes of fulfilling Our obligations to You under this Agreement in accordance with relevant Privacy Laws.
- (b) We may disclose Personal Information which is required to be disclosed under any Relevant Law, Scheme Rules or by a court or a government agency and when the disclosure is required to perform a Service under this Agreement

25.3 Security of Personal Information

We take all reasonable steps to ensure that the Personal Information held in connection with this Agreement is protected against misuse and loss, and from unauthorised access, modification and disclosure, and that only authorised Alpha personnel and Alpha Group Members with a legitimate role in fulfilling Our obligations under this Agreement have access to the Personal Information.

25.4 Accurate recording and storage of data

We must take all reasonable steps to ensure that Your Personal Information provided to it in connection with this Agreement is stored or recorded accurately and is not altered or amended except as directed by You.

25.5 Access and amendment

- (a) The Parties acknowledge that from time to time an individual:
 - (i) may seek access to Personal Information about that individual and may seek to have such information altered, corrected or deleted from the Personal Information; and
 - (ii) may have the right to seek such access, alteration, correction or deletion by virtue of contractual arrangements with Us or under a Privacy Law or other statutory authority, but that such requests for access may not be limited to statutory or contractual rights.
- (b) We must comply with any reasonable and lawful direction issued by You in respect of any such request.

25.6 No transfer of Personal Information outside jurisdiction

- (a) Except as stated **Schedule 1 (Agreement Details)** or it is reasonably required in order for us to perform Our obligations under this Agreement, We may transfer Personal Information to regions specified in **Schedule 1 (Specified Regions)**.
- (b) You authorise Us to transfer, disclose and allow access to the Personal Information by Our personnel, an Alpha Group Member and any relevant Value Added Service provider

where reasonably necessary to enable Us to perform the Services listed in **Schedule 2**.

25.7 Return of Personal Information

Except as otherwise required by any Relevant Law or as otherwise agreed between the Parties, We must return to You all materials in Our possession, custody or control containing Personal Information handled in connection with this Agreement.

25.8 Unauthorised acts

- (a) An unauthorised act in relation to Personal Information occurs if there is any:
- (i) breach of this clause 25 by Us;
 - (ii) unauthorised disclosure, use, modification or access, or attempted unauthorised disclosure, use modification or access, or misuse or loss of such Personal Information; or
 - (iii) act of Alpha or an Alpha Group Member which constitutes an Interference with Privacy of any individual.
- (b) We must not do, or fail to do, anything which is an unauthorised act in relation to Personal Information.
- (c) If We become aware of any unauthorised act in relation to Personal Information, We must:
- (i) notify You as soon as We becomes aware of such unauthorised act;
 - (ii) Promptly provide You with full details of, and assist You in investigating, such unauthorised act;
 - (iii) Co-operate with You in any investigation in relation to Personal Information; and
 - (iv) use all reasonable efforts to prevent a recurrence of such unauthorised act.

26 Force Majeure

26.1 No liability for breach during Force Majeure Event

Subject to clause 26.2, a Party will not be liable for any delay in or for any failure to perform its obligations under this Agreement to the extent that the Party is able to demonstrate that such delay or failure has been caused by a Force Majeure Event.

26.2 Obligations on Party claiming Force Majeure

- (a) A Party prevented from performing any of its obligations under this Agreement by a Force Majeure Event must:
- (i) Notify the other Party as soon as it is affected by the Force Majeure Event;
 - (ii) continue to perform all unaffected obligations in accordance with this Agreement;
 - (iii) use reasonable endeavours to continue to perform the affected obligations, whether by way of a Work-Around or other methods agreed with the other Party;
 - (iv) use reasonable endeavours to overcome the effects of the Force Majeure Event as soon as possible; and
 - (v) notify the other Party as soon as it is no longer affected by the Force Majeure Event.
- (b) You are not required to pay any Fees in relation to any Services not provided as a result of a Force Majeure Event.

27 Assignment

- (a) You must not assign or deal with any right under this Agreement without the prior written consent of Alpha, which consent will not be unreasonably withheld by Us and any purported dealing in breach of this clause 27 is of no effect.

- (b) We may assign or novate this Agreement, or a specified part of this Agreement, on written notice to You without any requirement to obtain Your prior consent.

28 Change of control

- (a) We may, at any time and without incurring liability to You, terminate this Agreement if there is a Change of Control of You, by giving written notice effective immediately.
- (b) This clause 28 does not apply to a Change of Control which is a result of an internal reconstruction or re-organisation of You, provided that You and the re-organised Customer Group Member, has at least the same financial, commercial and technical capability post reconstruction or re-organisation as it did prior to such Change of Control.
- (c) You must promptly notify Us in writing of any Change of Control of the nature contemplated by this clause 28.

29 Dispute Resolution

29.1 Notice of Dispute

- (a) If a difference or dispute (together called a Dispute) between the Parties arises out of or relates to this Agreement, or the breach, termination, validity or subject matter of it, or as to any Claim in tort, in equity or pursuant to any domestic or international statute or law, then any Party may give the other Party a written notice of the Dispute adequately identifying and providing details of the Dispute (Notice of Dispute).
- (b) Within ten Business Days after receiving a Notice of Dispute, the Managing Directors (or their nominees) of each Party will confer at least once to resolve the Dispute and to agree on methods of doing so. All aspects of such conference in respect of a Dispute, except for the fact of its occurrence, will be privileged.
- (c) Failing resolution of the Dispute within twenty (20) Business Days (or such other time as agreed between the Parties) after the meeting between the parties in accordance with clause 29.1(b), the Parties must refer the Dispute for mediation to be conducted in accordance with the Australian Disputes Centre (ADC) Mediation Guidelines and with a mediator as agreed by the Parties or, failing agreement, as appointed by the CEO of the ADC and a resolution under ADC will be in full and final resolution of the Dispute between the Parties.
- (d) Notwithstanding the existence of a Dispute, each Party will, subject to this Agreement, continue to perform its obligations under this Agreement.

29.2 Court proceedings

A Party must not start court proceedings unless they have first complied with this clause 29. Nothing in this clause 29 will be construed to prevent a Party from instituting formal court proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, to enforce clear and unpaid debts or to obtain urgent interlocutory relief.

30 Notices

30.1 General

A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender and may only be given if:

- (a) personally delivered;
- (b) left at the Party's current delivery address for notices; or
- (c) sent to the Party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail.

30.2 Particulars for delivery of notices

- (a) The particulars for delivery of notices which include a notice to end this Agreement (but which are not a letter of legal or statutory demand, legal action or claim) may be sent by email to the details below:

ALPHA

Address: Level 7, 276 Flinders Street, Melbourne VIC 3000

Email: scott.pender@alphafin.tech

Attention: Scott Pender, COO

Customer / You

Refer to **Schedule 1** for Customer contact details.

- (b) Each Party may change its particulars for delivery of notices by notice to each other Party.

30.3 Communications by post

Subject to clause 30.4, a communication is given if posted:

- (a) within Australia to an Australian postal address, four Business Days after posting; or
 (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

30.4 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
 (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

30.5 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this Agreement may be served by any method contemplated by this clause 30 or in accordance with any applicable Law.

31 Survival

- (a) Termination of this Agreement will not affect any accrued rights or liabilities of either Party.
 (b) Clauses **15, 11, 13, 16, 18, 19, 24, 29, 30, 31, 32.11** and any other provisions which are by their very content or nature are capable of or intended to have effect after the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.

32 General

32.1 Interpretation

Unless expressed to the contrary in this Agreement:

- (a) the singular includes the plural and vice versa;
 (b) 'includes' means includes without limitation;
 (c) '\$' or 'dollars' is a reference to Australian currency;
 (d) time is to local time in Melbourne, Australia;
 (e) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 (f) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

- (g) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it;
 (h) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
 (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

32.2 Legal costs

Each Party must pay for its own legal and other costs for negotiating, preparing and entering into this Agreement.

32.3 Waiver and exercise of rights

A waiver is not effective unless it is in writing and signed by the party waiving such right and waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose and period for which it is given and a Party is not liable for any Loss incurred by the other Party caused or contributed to by the waiver or its exercise or failure or delay to exercise a right.

32.4 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

32.5 Consents

Except as expressly stated otherwise in this Agreement, a Party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

32.6 Further steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

32.7 Governing law and jurisdiction

The laws of Victoria, Australia govern this Agreement and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

32.8 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

32.9 Entire understanding

This Agreement contain the entire understanding between the Parties as to its subject matter.

32.10 Relationship of Parties

Nothing in this Agreement, is intended to create a partnership, joint venture or agency relationship between the Parties.

32.11 Severability

- (a) Subject to clause 32.11(b), if a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
 (b) Clause 32.11(a) does not apply if severing the provision:
 (i) materially alters the:
 (A) scope and nature of this document; or
 (B) the relative commercial or financial positions of the parties; or
 (ii) would be contrary to public policy.

32.12 Headings

Headings do not affect the interpretation of this Agreement.

the AlphaHub by sending You a notification through Your AlphaHub Portal.

Schedule 1 – Customer Contact and Agreement Details

Description	Particulars
Customer Name	Company Name
	ACN/ABN
	Street address
Customer Contact	Name
	Position
	Phone
	Email
Contract Commencement Date:	
Term	Subscription basis billed monthly after free trial period, until cancelled.
Regions	Australia; Singapore; US; EU.

Schedule 4 - Prohibited Goods and Services

We do not permit the sale, provision for sale or offering for sale of certain goods and services via the AlphaHub, including:

- (a) Pornographic literature or electronic material of any kind;
- (b) non-Therapeutic Goods Administration or other government body approved pharmaceuticals;
- (c) weapons of any type including firearms, ammunition, daggers and explosives;
- (d) military or police equipment;
- (e) any goods or service banned or otherwise contrary to law;
- (f) any goods or services that may infringe intellectual property or personal privacy of a party; and
- (g) any goods or services that Your Acquiring Bank has also prohibited from processing EFT Transactions.

Schedule 5 – Fair Use Policy

This Fair Use Policy governs how Alpha Customers who may wish to accept invitations from Alpha to experience new and emerging technology and enhanced product offerings from Alpha from time to time, must conduct their use on the AlphaHub so that there is no impact to the overall performance or integrity of the AlphaHub platform, or any related Services provided through the AlphaHub for other Alpha Customers.

You can view the full terms of the Alpha Fair Use Policy on the link below:

https://alphafin.tech/wp-content/uploads/2020/03/Alpha-Fair-Use-Policy_26032020.2.pdf

Schedule 2 – AlphaHub Price Plans

Combined Payments and Shipping Plan

Description	Fee
For a flat fee per transaction type, receive payment gateway processing, Authorisation, Account Verification, Payment, Refund, Completion, per Tokenisation creation and deletion, Capture and Pre-authorisation, Alpha Fraud Management and shipping label production and parcel tracking.	\$0.40

Gateway and Fraud Engine only Plan

Description	Fee
For a flat fee per transaction type, receive gateway payment processing and payment fraud engine functionality.	\$0.20

Shipping Plan only

Description	Fee
For a flat fee per transaction type, receive shipping label production and parcel tracking functionality.	\$0.30

Schedule 3 – Support Services

Our team is here to help You with general technical and integration questions between Monday to Friday 09:00 to 17:00 AEST (excluding public holidays). If you have a question for our Help Desk team, You can send an email or call on:

(E) helpdesk@alphafin.tech

(T) 1800 257 346

Because We monitor the health of the AlphaHub on a 24/7 basis, We will let You know when We will be performing maintenance on

Executed as an Agreement onby,

AlphaCommerceHub Pty Ltd
(trading as Alpha Fintech) by
its duly Authorised Officer:

.....
Authorised Officer (signature)

.....
Print Name Authorised Officer

.....
Title of Authorised Officer

Customer by its duly
Authorised Officer:

.....
Authorised Officer (signature)

.....
Print name Authorised Officer

.....
Title of Authorised Officer

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