Effective Date: 14 May 2025

This document incorporates all previous clauses as per the last version dated **4 May 2025**, with the following **updated Clause 3,** on Restrict Third-Party Consultant Access Restriction, **Clause 3A** System Access, **Clause 9** Intellectual Property, **Clause 13** Consultant Responsibility and Authority.

1.　Definitions & Interpretation

(1) In these Terms and Conditions, the following words and expressions shall have the following meanings:

'**Business Day**' means a day other than a Saturday, Sunday or a day when the banks are closed in Brisbane, Queensland;

'**Commencement Date**' means the date of notification of the acceptance of the Customer's Subscription Order by the Supplier;

'**Customer Affiliate**' means: -

  (i)　any entity Controlling directly or indirectly the Customer, or

  (ii)　any entity which the Customer Controls, or

  (iii)　any holding company of the Customer.

'**Customer Data**' means any personal information as defined in the *Privacy Act 1988 (Cth)* provided or made available to the Supplier by the Customer (including copies, summaries and excerpts in whatever form or medium) in connection with the Licence;

'**Confidential Information**' means the terms of the Licence, secret or confidential commercial, financial, marketing, technical, know-how, trade secrets and other information relating to the Customer or the Supplier in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part of this information.

'**Control**' **or** '**Controlled**' means in relation to a the Customer, that the Customer shall be treated as "controlled" by another entity if that other entity (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) appoints (or is able to appoint) and/or removes (or is able to remove) the majority of the members of the governing body of that entity or otherwise controls or has the power to control the affairs and policies of that entity.

'**Customer**' means the customer named in the Subscription Order

'**Date Compliant**' means in relation to the Software or any part of it that neither the performance nor functionality of the Software is adversely affected by dates and in particular that in the Software:

  (a)　no value for any current date will cause any interruption in operation;

  (b)　date-based functionality will behave consistently for all dates;

  (c)　in all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or inference rules; and

  (d)　all relevant years will be recognised as leap years.

'**Disclosing Party**' means the party to the Licence disclosing Confidential Information;

'**Documentation**' means all data or information (in whatever form and on whatever medium) which is originated, prepared or recorded by or on behalf of the Supplier or any third party or their employees, agents or sub-contractors for the purpose of describing the functions of the Software and which may reasonably be required by the Customer for the understanding and operation of the Software;

'**Error**' means any characteristic of the Software or the Documentation that means that the Software or the Documentation is not compliant with the warranties set out in Clauses 6.1(b) to 6.1(h);

'**Fees**' means the amounts due from the Customer to the Supplier for use of the Software as calculated in accordance with the Subscription Order;

'**GST**' means goods and services tax levied under any GST Act;

'**GST Act**' has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 Cth (as amended) and any regulation made under that Act;

'**Insolvent**' means in relation to either party (save in relation to a corporate reorganisation, reconstruction or amalgamation) the appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts as and when they fall due or becoming deemed to become unable to pay its debts as and when they fall due within the meaning of the *Bankruptcy Act 1966 (Cth)* or the *Corporations Act 2001 (Cth)* (as the case may be);

'**Intellectual Property Rights**' means all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design rights, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications and the right to apply for protection of any of the above rights;

'**Modification**' means any change or amendment to, or upgrade or New Version of, the Software or any New Release provided to the Customer;

'**New Release**' means any new release of any Software that from time to time is publicly marketed and offered for licensing by the Supplier or any third party during their normal business;

'**New Version**' means the updating of the Software with versions that contain error fixes and/or functional changes;

'**Subscription Order**' means the subscription order attached to the front of these Terms and Conditions that refers to these Terms and Conditions and contains a unique reference number and maximum value payable by the Customer to the Supplier in connection with the Fees for a particular period;

'**Receiving Party**' means the party to whom Confidential Information is disclosed;

'**Software**' means the online documentation, employee, risk and training management software application known as "Sherm";

'**Software Requirements**' means requirements listed in the Subscription Order;

'**Support Services"** means the support services provided by the Supplier in accordance with the Supplier's policy for providing support in relation to the Software as made available at https://www.shermsoftware.com.au

'**Supplier**' means Safety for Life Pty Ltd ABN 17 134 590 257

'**Terms and Conditions**' means these terms and conditions;

'**Use**' means to possess, load, execute, process, develop or otherwise use and utilise the Software; and

'**Virus**' means any code which is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software, or any other associated hardware, software, firmware, computer system or network, or would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral, or that would permit Supplier or any other person to access the Software to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning

or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations. It

includes, without limitation, computer programs commonly referred to as worms or Trojan horses.

(2) In the interpretation of this Agreement, unless the context otherwise requires:

(a) headings are for reference only and do not affect its meaning;

(b) these Terms and Conditions include the Schedules;

(c) references to Clauses or Schedules are to clauses of and the schedules to these Terms and Conditions;

(d) the singular shall include the plural and vice versa;

(e) references to one gender shall include references to the other;

(f) references to a "person" include any person, firm, the Customer, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality) or two or more of the foregoing;

(g) any reference to any statute or legislation shall be deemed to include any amendments, re-enactments or replacements unless otherwise stated;

(h) A reference to "$" or "dollars" is to Australian dollar currency except as otherwise provided in the Agreement; and

(i) References to time within these Terms and Conditions are to Queensland Time.

2. Licence

(1) In consideration of the Fees payable by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence (the "**Licence**"):

(a) to use the Software which use shall include but is not limited to:

(i) processing data of or for the Customer;

(ii) making sufficient copies for back-up and archival purposes;

(iii) using the Documentation which shall include but is not limited to making sufficient copies as are necessary for the Customer; and

(iv) granting to any Authorised Sub-Contractor (as defined below) the rights necessary to allow the Customer to exercise the rights set out in Clause 2.4.

(b) to access the Support Services.

(2) Except as otherwise permitted by law or otherwise stated in these Terms and Conditions, the Customer may not in any way adapt, vary, modify, transfer, reverse assemble, reverse compile or otherwise reverse engineer the Software in whole or in part.

(3) The Customer shall use reasonable endeavours to maintain accurate and up-to-date records of the number and location of all copies of the Software.

(4) Notwithstanding any provision of these Terms and Conditions to the contrary, the Customer may permit use of the Software and Documentation (or any part of them) under the terms of any Agreement between the Customer and any agent or sub-contractor ("**Contractor Agreement**") including, without limitation, consultant programmers, system integrators, system maintainers, outsourcing, or disaster recovery or other service suppliers ("**Authorised Sub-Contractors**"). The Customer shall be entitled to grant to such Authorised Sub-Contractors a sub-licence to use the Software solely to provide services (whether systems integration, maintenance, outsourcing, disaster recovery or other support services) under such Contractor Terms and Conditions in respect of the Software. Any such sub-licence shall terminate on termination of the Contractor Agreement (or, if later, on termination of any obligation to provide services consequent upon termination of such Contractor Agreement).

3. Consultant & Third-Party Access Restriction

(1) Access to the Software and related Documentation by any external consultant, auditor, or contractor (including providers of similar safety, auditing or software services) must be pre-approved in writing by Safety for Life Pty Ltd.

(2) Under no circumstances may such third parties:

(a) Export, replicate, or adapt system templates, workflows, or documentation for external use

(b) Use knowledge or configuration methods obtained from Sherm to build or support services in other systems

(c) Access Sherm content for commercial advantage outside the subscribing organisation. Any breach may result in immediate termination of access and enforcement of IP rights.

3A. System Access

All access to Sherm Software is subject to the Sherm Terms of Access Agreement, which governs use, data confidentiality, and intellectual property protection.

All users must comply with:

(a) Usage restrictions specified in Sherm's access policy

(b) Confidentiality and Non-Disclosure obligations for external consultants

(c) Digital usage logs and security audit trails maintained by Sherm Software Pty Ltd.

(d) Breach of access terms will result in access suspension, legal action, or permanent revocation.

4. Payment

(2) The Supplier shall issue invoices for the Fees for payment by the Customer within 7 days of the due date based up subscription payment selected in Section 2. Subscription.

(3) For the purposes of this Clause 3 an invoice shall:

(a) be addressed to the Customer in respect of amounts payable under this Agreement;

(b) reference the relevant Subscription Order Number;

(c) set out the detailed breakdown of the payment requested; and

(d) be a GST invoice where applicable, clearly identifying the GST element.

(4) GST will be payable by the Customer in addition to the Fees subject to presentation to the Customer by the Supplier of a valid GST invoice and shall be clearly identified in the Supplier's invoice. The Customer agrees to settle correctly presented and valid GST invoices within 7 days of receipt of each invoice.

(5) The Supplier shall have the right to claim interest on any Fees not paid when due, as appropriate, at the rate of 11.5% per annum, which interest shall accrue on a daily basis from the date payment becomes overdue until the Customer has made payment of the overdue amount.

(6) The Supplier shall have the right to suspend or terminate the Customer's Licence if Fees are not paid when due. The right to suspend the Customer's Licence is without prejudice to the Supplier's right to take any other action available to the Supplier against the Customer for breach of the Licence.

5. Delivery

(1) On or within fourteen (14) days of the Commencement Date, the Supplier shall provide access to the Software to the Customer.

(2) Risk in the Software and Documentation, and risk in and title to the media upon which they are delivered to the Customer, shall pass to the Customer upon actual receipt by the Customer.

6. Configuration and Training

(1) The Supplier shall undertake configuration of the Software with support from the Client's representatives.

(2) Following configuration, the Supplier shall, during the term of this Agreement, make available to the Customer on the Customer's request adequate training for Use of the Software at such rates determined by the Supplier from time to time.

7. Supplier Warranties

(2) The Supplier warrants, represents and undertakes that:

(a) it has full capacity and authority to grant the Licence and it has or will obtain prior to the Commencement Date, any necessary licences, consents and permits required of it to do so;

(b) the Software and Documentation do not infringe or violate any Intellectual Property Rights, trade secrets, or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties;

(c) it will comply with all applicable laws, regulations and rules which relate to its obligations under this Agreement;

(d) the Software will perform in accordance with the functions described in the Documentation and Specification;

(e) the Software is Date Compliant;

(f) the Software does not contain any Viruses;

(g) the Software and Documentation are of satisfactory quality and are fit for the purpose for which they are required as set out in the Specification;

(h) the Support Services will be performed promptly and with all due skill and care and diligence in a good and workmanlike manner and otherwise in line with best practice within the Supplier's industry, and that the Supplier's personnel engaged in fulfilling its obligations will possess sufficient qualifications and professional competency and experience to carry out such services in accordance with the foregoing standards; and

(i) the Documentation describes in detail and in a completely self-contained manner how the Customer may access and use the Software such that any reader of the Documentation can access, use and maintain all the functionality of the Software without the need for further instruction.

(3) If the Customer notifies the Supplier of an actual or suspected Error in the Software or Documentation, the Supplier shall, at its own expense, use its reasonable efforts to correct the Error. If it is unable to do so, the Supplier shall, at the Customer's option either:

(a) repair the Software or Documentation so that it is free of Errors; or

(b) replace the defective Software or Documentation (as the case may be) with software or documentation of at least equivalent functionality and performance that is free of Errors.

8. Intellectual Property Rights Indemnity

(a) The Supplier undertakes to defend the Customer and all the Customer Affiliates from and against any claim or action that the use of the Software and Documentation or any part of them infringes the Intellectual Property Rights of a third party (an "**IPR Claim**") and shall fully indemnify and hold the Customer and all Customer Affiliates harmless from and against any losses, damages, costs (including legal fees) and expenses incurred by the Customer and/or any Customer Affiliate or awarded by a court of competent jurisdiction against the Customer and/or any Customer Affiliate as a result of or in connection with such an IPR Claim. The Supplier shall be promptly informed by the Customer or the relevant Customer Affiliate in writing and furnished with a copy of each communication, notice or other action relating to the alleged infringement and the Customer or the relevant Customer Affiliate shall provide the Supplier with all reasonable authority, information and assistance (at the Supplier's expense) necessary for the Supplier to defend or settle such an IPR Claim, provided always that in so doing the Supplier shall not take any step which the Customer or Customer Affiliate

reasonably believes to be detrimental to its commercial interests.

(b) The foregoing indemnity shall remain in effect notwithstanding any termination of this Agreement.

(c) If any IPR Claim is made or, in either party's reasonable opinion, is likely to be made against the Customer or any Customer Affiliate, the Supplier shall, with minimum disruption to the Customer and the Customer Affiliates, at its option promptly and at its expense either:

(d) procure for the Customer the right to continue using the Software or Documentation as appropriate; or

(e) modify or replace the infringing part of the Software or Documentation as appropriate (without prejudice to the representations and warranties made as to such Software and Documentation and without diminishing or curtailing any of the required functions or facilities or the performance of the Software and Documentation as set out in the Specification or otherwise) to avoid the infringement or alleged infringement.

(f) If the Supplier fails to comply with Clause 7.3 above or if the Customer or any Customer Affiliate is not reasonably satisfied with any modification or replacement Software or Documentation provided by the Supplier pursuant to this Clause 7, the Customer may terminate Licence and, without prejudice to its other rights and remedies, the Supplier shall refund all sums paid under this Agreement.

(g) The Supplier's indemnity obligations under this Clause 7 shall not apply to the extent that the infringement arises out of:

(h) any modification of the Software or Documentation not made or authorised by the Supplier; or

(i) the combination, operation or use of the Software or Documentation with other materials (such as computer programs) not supplied by the Supplier to the Customer, if such infringement was directly caused by such combination, operation or use of the Software or Documentation with such other materials.

9. Intellectual Property

(1) The Customer acknowledges that:

(a) Sherm Software Pty Ltd owns all intellectual property in the Sherm platform, templates, logic, workflows, and documentation

(b) No rights are transferred other than the limited licence to use Sherm within the subscribing organisation

(c) Any unauthorised duplication, adaptation, or external sharing of content is a breach of IP rights and subject to legal remedy

10. Confidentiality and Data Protection

(1) Each party undertakes to keep confidential the Confidential Information of the other disclosed to it and to use the other party's Confidential Information solely for purposes related to the Licence.

(2) The Receiving Party will not disclose, copy, reproduce or distribute the Disclosing Party's Confidential Information to any person, except:

(a) with the prior written consent of the Disclosing Party;

(b) to its employees, professional advisors, consultants, sub-contractors, agents, insurers and authorised representatives (including to such persons representing its group undertakings), but only to the extent that disclosure is necessary for the purposes related to the Licence;

(c) where disclosure is required by law, by a court of competent jurisdiction, by the rules of any stock exchange or by the mandatory requirements of another appropriate regulatory body, provided that all reasonable steps to prevent such disclosure will be taken, the disclosure will be of the minimum amount required, and the Receiving Party consults the Disclosing Party first on the proposed form, timing, nature and purpose of the disclosure.

(3) The obligations under Clauses 9.1 and 9.2 will not apply to Confidential Information:

(a) to the extent it is or becomes generally available to the public other than through a breach of the Licence; or

(b) which the Receiving Party can show by its written or other records was in its lawful possession prior to receipt from the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence; or

(c) which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it.

(4) Upon request by the Customer, the Supplier shall procure that any employee or contractor gives a confidentiality undertaking in a form acceptable to the Customer.

(5) Without prejudice to Clause 9.1 insofar as it relates to any Confidential Information of The Customer or its Affiliates, any 'personal information' (as defined under Australian privacy Laws and principles or any law with similar or equivalent subject matter in any country which has jurisdiction in relation to the subject matter of the Licence or any data to be processed under it) which is processed in any manner by the Supplier, shall be processed in accordance with the instructions of the Customer. The Supplier shall comply with all its obligations under any relevant data protection or privacy Legislation and any obligations which the Customer is obliged to impose upon the Supplier, including in particular, the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

11. Term and Termination

(1) The Licence shall be effective from the Commencement Date and shall continue for the period agreed upon in the Subscription Order

(2) Monthly licence agreement is for an initial subscription term of one (1) year unless terminated earlier under this Clause 10.

(3) The Customer may terminate the Licence with immediate effect by giving notice to the Supplier if:

(a) the Supplier commits any persistent breaches of the Terms and Conditions of the Licence or a material breach of any of its obligations under this Terms and Conditions which it fails to remedy within 14 days of receiving notice requiring it to do so or is incapable of remedy;

(b) the Supplier acts or omits to act in a manner calculated or likely to bring the Customer or any of its Affiliates into disrepute; or

(c) the Supplier becomes Insolvent.

(4) The termination of the Licence shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination and, for the avoidance of doubt, termination shall not affect the rights of any sub-licence granted by the Customer under this Agreement.

(5) Upon termination of the Licence for any reason, the Supplier shall:

(a) provide the Customer with all necessary termination assistance reasonably required by the Customer; and

(b) procure that all documentation and other material including files held in Dropbox containing Confidential Information of the Customer or any of the Customer's Affiliate shall be provided via electronic access from the Dropbox link to the Customer immediately upon payment of the sum of $450.00 + GST.

(6) The provisions of Clause 10 (Termination) and any other provision of the Licence which expressly or by implication are intended to come into or remain in force on or after termination shall continue in full force and effect.

(7) If the Customer terminates the Licence before the end of the agreed subscription term for reasons other than those specified in Clause 10.3, the Supplier may charge an early termination fee. This fee shall be calculated as:

(a) the lesser of:

- 30% of the remaining Fees that would have been payable for the unexpired term; or

- a flat cancellation fee of $1,000 + GST;

(b) plus any reasonable administrative or transition costs, including but not limited to, data extraction or system decommissioning, as described in Clause 10.5(b).

(j) The early termination fee is payable within 7 days of receipt of the final invoice.

12. Limitation of Liability

(2) Except as provided in Clause 11.2 and 7.1 the Supplier's total liability in contract, tort, negligence or otherwise arising out of or in connection with the performance or observance of its obligations, or otherwise, in respect of the Licence shall be limited to a sum equal to the greater of

(a) 20 % of the value of the fees paid or payable under this Terms and Conditions; or

(b) $5,000.00.

(3) Nothing in these Terms and Conditions shall exclude or limit either party's liability for:

(a) death or personal injury resulting from negligence;

(b) the tort of deceit;

(c) any breach of the obligations implied by Legislation; or

(d) any liability which cannot be excluded by law.

13. Consultant Responsibility and Accountability

(e) Any person or business granted access to Sherm Software as a consultant, advisor, or third-party service provider must:

(a) Comply with the **Sherm Terms of Access Agreement** and **Non-Disclosure Statement**

(b) Acknowledge that all Sherm configurations, documents, and system IP remain the property of Sherm Software Pty Ltd

(c) Not use Sherm access for competitive development, marketing, or system design for other clients

(d) Breach of this clause will result in revoked access, formal warnings to the client, and potential legal proceedings.

14. Insurance

(1) Without limiting its other obligations under the Licence or otherwise at law the Supplier shall affect and maintain at its own expense with a reputable insurance provider the following insurance policy (the "Insurance Policies").

(2) The Supplier will be responsible for maintaining the following Insurance Policies in connection with the provision of the Services:

(a) Professional Indemnity Insurance in relation to any negligent act, error or omission or any breach of duty in the conduct and execution of professional activities and duties undertaken by the Supplier or any person for whom they are responsible pursuant to this Agreement;

(b) Product Liability Insurance in relation to the Software.

15. Other Agreements

15.1 These Terms and Conditions will supersede all other agreements or discussions whether written or oral between the Customer and the Supplier and comprise the entire agreement between the parties with respect to the subject matters described in them. Nothing in this Clause 13 shall, however, operate to limit or exclude liability for fraud.

16. Variations

16.1 No changes or variations to the Licence shall be effective unless agreed in writing between the parties.

17. Publicity

17.1 The Supplier shall not disclose in its publicity material or otherwise the existence of the Licence or the terms of its relationship with the Customer without the prior written consent of the Customer.

18. Assignment

18.1 The Supplier may only sub-contract or assign its rights and obligations under the Licence to any third party where the Supplier has obtained a covenant from the third party to be bound to the terms and conditions of the Licence.

19. Waiver

19.1 The failure of either party to enforce or to exercise any term of the Licence does not constitute a waiver of such term and will in no way affect that party's right later to enforce or to exercise it.

20. Severability

20.1 If any provision of these Terms and Conditions or any part of any provision shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected by such determination.

21. Applicable Law

21.1 The Licence will be construed in accordance with the law of Queensland and each Party agrees to submit to the exclusive jurisdiction of the courts of Queensland.

22. Guarantee

22.1 This Clause 20 shall only apply in circumstances where a Guarantor is named in and has signed the Subscription Order.

22.2 In consideration of the Supplier having upon request of the Guarantor entered into the Licence with the Customer the Guarantor agrees to pay all monies due and owing or hereafter becoming due and owing by the Customer on any account to the Supplier.

22.3 This is a Continuing Guarantee

22.4 If the Customer is a corporation the Guarantor will not while any moneys are owing to the Supplier by the Customer claim or receive the benefit of any dividend or payment in a winding up of the Customer or in any scheme or arrangement relating to the Customer in competition with the Supplier.

22.5 If the Customer is a natural person, the Guarantor will not while any moneys are owing to the Customer claim to receive the benefit of any dividend or payment under a bankruptcy of the Customer or in any arrangement with creditors relating to the Customer in competition with the Supplier.

22.6 If the Customer is a corporation this guarantee shall not be affected revoked or discharged by the winding up of the Customer.

22.7 No security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release settlement or discharge which may have been given or made on the faith of any such security or payment shall prejudice or affect the Supplier's right to enforce this Guarantee.

22.8 Any sum of money, which may not be recoverable by the Supplier by reason of any legal limitation disability, or incapacity of the Customer shall nevertheless be recoverable from the Guarantor as principal debtor.

22.9 The liability of the Guarantor under the guarantee shall not be impaired or discharged by reason of any time or other indulgence granted by the Supplier to the Customer.

22.10 To further secure all monies hereby guaranteed to be paid by the Guarantor to the Supplier, all the right, title, estate and interest which the Guarantor now have or may hereafter during the currency of this guarantee acquire in any freehold or leasehold property shall by force of the execution of the guarantee stand charged by the Supplier (as beneficial owner of the said property) with payment of all monies hereby guaranteed and the Guarantor hereby irrevocably makes nominates constitutes and appoints the Supplier or the Supplier's nominee as the Guarantor's attorney for the purposes of doing such acts and things and executing such documents necessary to enable the Supplier to register a non- lapsing Caveat over any such freehold or leasehold property as aforesaid and for such purposes a Declaration of Default executed for and on the Supplier's behalf by any authorised officer shall be deemed sufficient evidence of such default.

22.11 This Guarantee secures the repayment of all monies owed by the Customer whatsoever, and its terms are not to be read as continued or limited by reference to any other document or documents.

22.12 The Guarantor hereby agrees to charge their legal and/or equitable interest in freehold or leasehold property in Australia with the repayment of any monies outstanding in accordance with this guarantee and standard terms document no. 712455546 (QLD) and any documents necessary and incidental to the perfection of such security and the Guarantor hereby agrees to sign any documentation presented by the Supplier seeking to perfect such security and in the absence of such execution within 3 business days of presentation of same to the Guarantor then the Guarantor hereby irrevocably appoints the Supplier its attorney for the purposes of such execution and perfection.

22.13 The Guarantor agrees that:

(a) this Guarantee constitutes a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (the "PPSA"); and

(b) a security interest is taken by the Supplier over all personal property (as defined by the PPSA) of the Guarantor securing the performance by the Guarantor of its obligations under these terms and conditions and any contract between the Supplier and the Customer.

22.14 The Guarantor agrees to do anything (including, but not limited to, obtaining consents, completing, signing, and producing documents and supplying information) which the Supplier considers necessary for the purposes of:

(a) ensuring that any security interest under these terms and conditions is enforceable, perfected, and otherwise effective;

(b) enabling the Supplier to apply for any registration, or give any notification, in connection with any security interest under these terms and conditions so it has the priority required by the Company; and

(c) enabling the Supplier to exercise its powers in connection with any security interest under these terms and conditions.

22.15 The Guarantor irrevocably appoints the Supplier as its Attorney to do anything, which the Supplier considers necessary for the purposes of clause 20.14 of this Guarantee.

22.16 The Guarantor indemnifies the Supplier for all costs and expenses incurred enforcing the Licence between Supplier and the Customer and this Guarantee.

22.17 If more than one person is the guarantor, then the liability of those persons under this Guarantee is a joint and several liability and every reference to the Guarantor shall apply to and bind each of those persons.

22.18 In this Guarantee unless a contrary intention appears from the context a reference to a person includes a reference to a corporation and the singular number includes the plural.