

SERVICE AGREEMENT

BETWEEN

The Party Issuing A Purchase Order For A Scope of Supply
(hereinafter known as the “Company”)

AND

Insig Technologies Pty Ltd
ABN 47 618 230 489 (hereinafter known as “Insig”)

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THIS AGREEMENT IS MADE ON THE DATE THE PURCHASE ORDER IS ACCEPTED BY INSIG IN WRITTING.

BETWEEN The Party issuing the Purchase Order for the Scope of Supply (the “Company”)
AND **Insig Technologies Pty Ltd**, ABN 47 618 230 489, of 7/140 Abernethy Road, Belmont, Western Australia, WA 6104 (“Insig”).

Jointly known hereinafter as “Parties” or “Party” as the case may require.

RECITALS

- A. The Company has a requirement for the supply of certain Hardware, Software and/or Services from time to time to support their operations in accordance with the terms of this Agreement (the “Scope of Supply”).
- B. Insig has expertise in providing such products and services as required by the Scope of Supply.
- C. It is hereby agreed by the parties that the Company will engage Insig to provide the products and services on the terms and conditions set out in this Agreement as well as any additional conditions, if required, set out on the front of specific Purchase Orders detailing the Scope of Supply and Insig will perform accordingly.
- D. The Parties desire to enter into this Agreement which is demonstrated by the signing of this Agreement.

THE PARTIES HEREBY AGREE:

1. EXCLUSIVITY

- 1.1 Despite any other agreements to the contrary, the Parties agree to cooperate and work together but not exclusively to facilitate the Company requirements.

SCOPE OF THE AGREEMENT

- 1.2 The Parties agree that the primary objective of this Agreement is to facilitate the Scope of Supply in both a timely and cost-effective manner and this Service Agreement is activated by the issue of a Purchase Order.
- 1.3 The Parties agree that the Company shall issue a Purchase Order for the required Scope of Supply which states that the terms and conditions contained within this Service Agreement govern the Scope of Supply. The Purchase Order may contain additional

terms and conditions to the Service Agreement, which if required will be detailed on the front of the relevant Purchase Order, which are in addition to and take a higher precedence than the Service Agreement in the event of any conflict between the Service Agreement and the Purchase Order.

1.4 The Parties agree that the additional terms and conditions of the Purchase Order will be within the provisions, conditions and requirements of the Service Agreement or, are acceptable by mutual agreement in writing of the Parties.

1.5 This Service Agreement commences on the date of acceptance of the Purchase Order by Insig and continues in force until terminated in accordance with the provisions of this Agreement or continues in force until completion of the Scope of Supply for the Purchase Order.

2. ACTIVITIES

2.1 Insig will cooperate fully and act reasonably and in good faith to ensure the timely progress and fulfilment if the Purchase Order pursuant to this Agreement and ensure the deliverables comply with the Scope of Supply stated requirements.

2.2 The Company shall provide Insig with all necessary access to the Company premises and systems as reasonably required to enable Insig to fulfil its obligations in accordance with the Scope of Supply detailed in the Purchase Order.

2.3 Insig agrees to ensure that all Insig personnel or subcontractors are sufficiently trained in and are aware of the relevant Company provided site policies and procedures as provided to Insig to the extent necessary during the term of the Purchase Order.

2.4 Parties may only release publicity or advertising relating to this Service Agreement or the collaboration of the Parties if the releasing Party receives prior written approval from the other Party.

3. SCOPE OF SUPPLY

3.1 HARDWARE and SOFTWARE

Insig agrees to supply the Company with the Goods in accordance with the terms of this Service Agreement. Estimated delivery dates are based on information available to Insig from its suppliers. Insig is not responsible for delays caused by its suppliers or other reasons beyond its reasonable control.

3.1.1 Hardware Warranty

The Company accepts the Hardware manufacturer's warranty in relation to the supplied Hardware. No other warranty is provided in relation to the Hardware unless agreed in writing by the Parties.

3.1.2 Software Warranty

The Company accepts the Software manufacturer's warranty in relation to the Software. No other warranty is provided in relation to the Software unless agreed in writing by the

Parties. Where supply of a deliverable involves supply of third-party Software the Company agrees to execute and be bound by the terms of the Software manufacturer's end user license agreement.

3.1.3 Risk and Title

Risk of loss or damage to Goods will pass to the Company when the Goods are delivered to the Company or to the Companies authorised representative. Insig will be entitled to enter the premises of the Company at any reasonable time to recover possession of those Goods for which payment in full has not been made in accordance with the Service Agreement. The Company must insure the Goods against loss or damage of any kind for their full value until full payment of the Purchaser Order price has been paid to Insig.

3.2 SERVICES

3.2.1 Insig shall deliver the Services as detailed in the Purchase Order Scope of Supply. Variations to the Scope of Supply that may influence milestones will be reviewed by the Parties before acceptance and progression to the next milestone.

3.2.2 Out of pocket expenses will be charged as additional costs to the Company provided the Company has approved the expenses in writing and in advance. The Company shall not unreasonably withhold such approval.

3.2.3 Insig will maintain a record of all Services provided and the Company shall be given a copy of that record either on request by the Company or at the time the invoice for Services provided is presented to the Company.

3.2.4 The Company may request a Variation to the scope of the Services.

3.2.5 Insig is not responsible for any fault or failure in any System or Supported Device where the fault or failure or Insig's inability to complete any related work arises as a result of:

- (a) Cable or connector faults outside of any Scope of Supply;
- (b) Power outages or fluctuations;
- (c) Outages in relation to any carrier services used in relation to the Scope of Supply;
- (d) Hardware or component failure of equipment beyond any Scope of Supply; Software failure as a result of 'bugs' or errors in third party application.

4. PRICES AND PAYMENT

- 4.1 The Purchase Order shall detail the Scope of Supply including all Hardware, Software and Services being supplied including installation, support or maintenance of deliverables and any site preparation, audit or any work required at the Company physical environment and shall also detail its associated Price(s). The Purchase Order shall also detail any miscellaneous costs or expenses including associated travel and/or accommodation as well as the agreed overtime rate if required which are claimable under the Purchase Order.
- 4.2 The Company must make payments of the Purchase Order Price as detailed in Insig's tax invoice within 30 days from the end of the month which the Scope of Supply was undertaken. Any under or over payment of such tax invoice will be corrected by the appropriate Party within 20 days of receiving such notification from the requesting Party.

5. RELATIONS OF PARTIES

- 5.1 This Agreement is not a joint venture, partnership, or formal business organisation of any kind. Each Party is an independent contractor and neither Party may be considered to be the agent, employee or joint venturer of the other Party for any purpose whatsoever.
- 5.2 For the avoidance of doubt, the Parties agree that the provisions of this Service Agreement do legally bind them, except for those provisions requiring further agreement.

6. ASSIGNMENT

- 6.1 No Party may assign or transfer or attempt to assign or transfer any of its rights or obligations under this Service Agreement, without the express prior written consent of the other Party. Such consent must not be unreasonably withheld. Either Party may assign this Service Agreement to a corporation or entity controlling, controlled or under common control of that Party.

7. TERMINATION

- 7.1 This Service Agreement commences on the same date the Purchase Order is accepted by Insig (the "Effective Date") and, unless otherwise extended by mutual agreement of the Parties, terminates upon the happening of whichever of the following events occurs first:
- a. receipt of written notification from either Party giving 30 days notice that the terminating Party does not intend to continue with this Service Agreement; or
 - b. a Party has failed to rectify a breach of this Service Agreement having received a written Notice which sets out the breach and gives a reasonable period to rectify the breach.

7.2 The confidentiality provisions imposed by this Service Agreement continue for a period of three (3) years after termination for any of the events described in this Clause 7 and 8.

8. CONFIDENTIALITY

8.1 The exclusive points of contact for the transmission and control of proprietary information exchanged are as specified in Clause 13.2 or as notified in writing from time to time.

8.2 The furnishing Party must identify any proprietary information disclosed under this Service Agreement as follows:

- a. all documents and other tangible materials must be marked with an appropriate restrictive legend; and
- b. all other disclosures identified as proprietary at the time of disclosure must be reduced to a written listing or summary marked with an appropriate restrictive legend and delivered to the receiving Party within two (2) weeks after disclosure.

During this two-week period the disclosed information must be provided the same protection as the proprietary information marked with a restrictive legend in accordance with Clause 7.2(a).

8.3 The receiving Party must, from first receiving such disclosed information up until a period of three (3) years after the date of termination of this Service Agreement:

- a. hold such proprietary information in strict confidence, using the same degree of precautions and safeguards as it uses to protect its own proprietary information of like importance, but in no case any less than reasonable care;
- b. use such information only for information and evaluation purposes in connection with this Service Agreement;
- c. make such information available only to its employees having a “need to know” in order to carry out their respective functions in connection with the receiving Party's effort on this Service Agreement; and
- d. not use or disclose such proprietary information to a third party without the written authority of the furnishing Party.

Except that proprietary information may be disclosed to the Company for information and evaluation in connection with a future project.

8.4 Proprietary information is not afforded the protection of this Clause 8 if:

- a. it is developed by the receiving Party independently of the furnishing Party; or
- b. it is rightly obtained without restriction by the receiving Party from a third Party; or

- c. it becomes publicly available other than through the fault or negligence of the receiving Party, or
- d. it is released without restriction by the furnishing Party to anyone, including the Company.

8.5 If the receiving Party is faced with legal action or a requirement under Australian Government regulations to disclose proprietary information, it must immediately notify the furnishing Party. If the furnishing Party requests, the receiving Party must, at the furnishing Party's expense, cooperate with the furnishing Party to contest such disclosure. Neither Party is liable in damages for any disclosures of proprietary information under judicial action or the relevant Government regulations. Neither Party is liable in damages for inadvertent disclosure of proprietary information where a reasonable degree of care has been exercised. If an inadvertent disclosure is discovered, the Party must endeavour to correct the effects of it and prevent any further inadvertent disclosure.

8.6 All proprietary information remains the property of the furnishing Party. When requested, all proprietary information together with all copies made must be returned or destroyed by the receiving Party. Upon request, the receiving Party must send the furnishing Party a destruction certificate.

8.7 Except as provided in Clause 8.3 above, no license under any patents or any other proprietary right is granted or conveyed by one Party transmitting proprietary information or other information to the other Party. Such transmissions constitute no representation, warranty, assurance, guarantee or inducement by the transmitting Party to the other Party concerning patent infringements or any other proprietary rights. The furnishing Party is not liable for damages arising from the receiving Party's use of or reliance on information disclosed.

9. INDEMNITY

The Parties agree to indemnify each other against any loss, damage or liability whatsoever but not including any indirect or consequential damage or loss arising from any breach, act, omission or default by the Party, Party's employees, subcontractors or agents.

10. INSIG LIMITATION OF LIABILITY

The Insig Limit of Liability under this Agreement is as follows:

(a) Notwithstanding anything else contained in the Agreement Insig's Limit of Liability to the Company under or arising from contract or in tort (including negligence) or under statute arising from acts or omissions by Insig is limited to an amount recoverable from Insig's insurance policies responding to a claim or where an insurance policy does not respond a maximum sum of \$100,000 (one hundred thousand \$) for each claim and 10% of the Purchase Order Price in the aggregate;

(b) The limitation of liability in (a) shall not apply in relation to liability connected with:

- (i) fraud or other illegal act;
- (ii) wilful default or misconduct;
- (iii) breach of confidentiality or intellectual property obligations; or
- (iv) claims for Personal Injury or property damage which are payable under Insig's insurances required under the Service Agreement (or would have been payable had Insig effected and maintained such insurances in accordance with this Service Agreement);

(c) Insig's liability period under the Service Agreement shall expire at completion of the Purchase Order Scope of Supply;

(d) Neither Party shall be responsible for and accepts no liability whatsoever for any resultant loss or damage including consequential loss as a result of this Agreement. Consequential loss includes but not limited to loss of profits, loss of data, goodwill, claims by any third person, negligence and use of products or interruption in the availability of use of data or products.

11. GOVERNING LAW

11.1 This Service Agreement is governed by and is to be construed in accordance with the laws of Western Australia, which courts shall have exclusive jurisdiction over any action arising out of this Service Agreement.

12. DISPUTE RESOLUTION

12.1 Any Party claiming a dispute or difference has arisen between the Parties concerning this Agreement, must deliver to the other Party a notice in writing providing details of the dispute or difference. Within fourteen (14) days of the date of such notice, the Parties must each designate a representative with authority to settle the dispute to meet at a mutually convenient location to settle the dispute or difference. The terms of settlement must be recorded in writing and signed by both representatives.

12.2 If the dispute is not resolved in accordance with Clause 12.1 within twenty (20) days after the designated representatives have met, (or within such further period as the representatives may agree in writing is appropriate) the parties in dispute, within a further ten (10) days (or within such further period as the representatives may agree in writing is appropriate), are to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial, and on:

- a. the procedure and timetable for any exchange of documents and other information relating to the dispute;
- b. procedural rules and a timetable for the conduct of the selected mode of proceeding;
- c. a procedure for selection and compensation of any neutral person who may be appointed by the parties in dispute; and

d. whether the Parties should seek the assistance of a dispute resolution organisation.

12.3 After the expiration of the time established under Clause 12.2 for agreement on a dispute resolution process, any party which has complied with the provisions of Clause 12.1 may by notice terminate the dispute resolution process and may then refer the matters contained in the notice of dispute for resolution by litigation or arbitration.

12.4 This Clause does not limit in any way a party's right to seek any form of equitable relief including injunctive relief.

12.5 The Parties agree that any exchange of information or documents or any offer of settlement made in relation to this Clause is for the purpose of attempting to settle the dispute between the Parties. Neither Party may use any information or documents obtained through the dispute resolution process established by this Clause for any purpose other than in an attempt to settle a dispute between the Parties to the Service Agreement.

13. NOTICES

13.1 Any notice or other communication to be given or served by either Party under this Service Agreement must be in writing, signed and either delivered by hand or sent by postage prepaid, or as an attachment to an email or facsimile to the other Party at the address provided in Clause 13.2 or at such other address as may be specified in writing from time to time, and is effective upon evidence of dispatch.

13.2 Notices to the Company shall be addressed:

Attention:

Telephone: +61

Facsimile: +61

Notices to Insig shall be addressed:

Insig Technologies Pty Ltd, ABN 47 618 230 489, of 7/140 Abernethy Road, Belmont, Western Australia, WA 6104 ("Insig").

Attention: Chief Operating Officer

Telephone: +61 406 947 508

Facsimile: +61 8 9270 9677

14. ENTIRE AGREEMENT

14.1 This Service Agreement encompasses the entire agreement between the Parties and it supersedes any prior or contemporaneous written or oral agreements and must not be amended or modified except by subsequent agreement in writing by duly authorised officers or representatives of the Parties.

15. SEVERABILITY

15.1 If any term, condition or provision of this Service Agreement is found to be invalid, or unenforceable, the Parties must endeavour to agree to such amendments that will preserve, the intentions expressed in this Service Agreement. If the Parties fail to agree on such amendment, the invalid term, condition or provision will be severed from the Service Agreement and the remaining terms, conditions and provisions will continue to have full effect.

Executed as an Agreement and Signed for and)
 on behalf of)
 The Company)
)
)
 by its duly authorised representative)

Print Full Name of Authorised Representative
Office Held:	Signature of Authorised Representative	Date

In the presence of:

Print Full Name of Witness
	Signature of Witness	Date

SIGNED for and on behalf of)
Insig Technologies Pty Ltd, ABN 47 618 230)
 489)
 by its duly authorised representative)

Print Full Name of Authorised Representative

.....
Signature of Authorised
Representative

.....
Date

Office Held:

In the presence of:

.....
Print Full Name of Witness

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Signature of Witness

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Date