



Master Services Agreement

1. Introduction

1.1. This Master Services Agreement (MSA) is to be read in conjunction with each Statement of Work (SOW). The Customer is the entity specified in the SOW or service details acceptance form (SDAF). Where an SOW does not exist, this MSA should be read in conjunction with the SDAF accepted by any representative of the Customer and references to an SOW in this document will also include any SDAF.

1.2. This MSA, together with the Privacy Policy, governs and regulates the Customer's access to, and use of, the TalentIdentify solutions as more particularly described in the SOW. The Customer acknowledges that it has read and agreed to the terms contained in this MSA, and agrees to be bound by them.

1.3. The parties may enter into one or more SOWs. Each SOW will constitute a separate agreement for the provision of Services and the delivery of Deliverables on the terms and conditions of that SOW (and will incorporate the terms and conditions of this MSA).

1.4. In the event of any inconsistency between this MSA and any SOW, the SOW shall take precedence. No terms or conditions set out in any invoice or purchase order (or similar), issued by the Customer, will override this MSA or a SOW (and the MSA and SOWs will prevail).

2. Term

2.1. This MSA commences on the date TalentIdentify commences providing the Services or delivering the Deliverables to the Customer, or the date of the first SOW (whichever is earlier) (Commencement Date) and continues to apply until terminated in accordance with this MSA (Term).

2.2. The termination of this MSA shall not prejudice or affect: (a) the rights and obligations of the parties under any SOW wholly or partially outstanding at the date of such termination; or (b) any right of action or remedy which shall have accrued or shall accrue subsequently under this MSA or any SOW.

3. Customer obligations

3.1. The Customer must: (a) provide TalentIdentify with all necessary cooperation in relation to this MSA and each SOW and all necessary access to information and data as may be required by TalentIdentify in order to provide the Services and deliver the Deliverables, including Customer Provided Data. TalentIdentify relies

on the Customer to provide accurate, complete and up-to-date information at all times; (b) comply with the terms and conditions of this MSA (including Documentation) and all applicable laws, regulations and industry standards in its use of the Services and the Deliverables and in respect of its activities and obligations, and the Customer will comply with all TalentIdentify's directions, policies and guidelines advised in writing from time to time; (c) obtain and maintain all equipment, hardware and software required by the Customer to use and/or access the Services and Deliverables; and (d) indemnify TalentIdentify against all third party claims, disputes, proceedings, damages and expenses (including legal expenses) that TalentIdentify may suffer or incur as a result of, or in connection with, the Customer breaching this MSA or a SOW, or an act or omission of the Customer or its Personnel.

3.2. TalentIdentify will not be liable for any interruptions or delays in providing the Services or delivering the Deliverables resulting from an act or omission of the Customer or its Personnel, failure to fulfil any of its obligations under this MSA or any relevant SOW. TalentIdentify reserves the right to invoice the Customer for any additional costs incurred by TalentIdentify as a result of such interruptions or delays.

4. Restrictions

4.1. The Customer must not: (a) introduce, access, store, distribute or transmit any viruses, trojan or other malicious code into TalentIdentify's services, telecommunication and computer systems; (b) violate TalentIdentify's Intellectual Property Rights; (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute all or any portion of the TalentIdentify Platform or Documentation, or any third party software that the Customer may access or use through the Service, in any way; (d) access all or any part of the Services or Deliverables in order to build a product, service or code which competes with the Services, Deliverables or TalentIdentify Platform; (e) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the TalentIdentify Platform in any way or otherwise learn the source code or algorithms underlying the TalentIdentify Platform (or attempt to do any of the foregoing); (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Deliverables and/or Documentation available to any third party; (g) alter, remove, obscure or interfere with any notices relating to Intellectual Property Rights appearing in, or on, or affixed to, the TalentIdentify Platform, Deliverables, Documentation or any other literature relating to the TalentIdentify Platform; and (h) engage in any activity or conduct that is in breach of any applicable laws, codes or regulations.

4.2. The Customer acknowledges and agrees that, to the maximum extent permitted by law, TalentIdentify makes no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Services, Deliverables, the TalentIdentify Platform or Documentation (or any products or services provided in connection with the TalentIdentify Platform).

4.3. TalentIdentify will not be liable if the Services, the Deliverables or the TalentIdentify Platform are unavailable for any reason, including directly or indirectly as a result of: (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault; (b) negligent, malicious or wilful acts or omissions of third parties (including TalentIdentify third party service providers); (c) maintenance (scheduled or unscheduled) carried out by TalentIdentify or any third party service provider; (d) services provided by third parties ceasing or becoming unavailable; or (e) a Force Majeure Event.

5. TalentIdentify 's obligations

5.1. During the Term, TalentIdentify agrees to provide the Customer with the Services and Deliverables in accordance with the SOW.

5.2. Clause 5.1 shall not apply in the event of: (a) any nonconformance which is caused, or contributed to, by use of the Services or the Deliverables contrary to TalentIdentify's instructions; or (b) modification or alteration of the Services, Deliverables or TalentIdentify Platform by any party other than TalentIdentify.

5.3. In the event TalentIdentify fails to provide the Services or deliver the Deliverables in accordance with clause 5.1, TalentIdentify shall correct any such non-conformance, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of clause 5.1. Notwithstanding the forgoing and to the maximum extent permitted by law, TalentIdentify: (a) does not warrant that Customer's access to, and use of, the Services, Deliverables and the TalentIdentify Platform will be uninterrupted, virus-free or error-free; nor that the Services, Documentation and/or the information obtained by Customer's through the Services and Deliverables will meet the Customer's requirements; (b) does not warrant that the TalentIdentify Platform will be free from external intruders (hackers), unauthorised viruses or worm dissemination; and (c) is not responsible for any delays, failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and Customer acknowledges that the Services, Deliverables and Documentation may be subject to limitations, delays and

other problems inherent in the use of such communications facilities or networks.

5.4. This MSA shall not prevent TalentIdentify from entering into similar agreements with third parties, or from developing, using, licensing or providing products or services which are similar to those provided under this MSA or an SOW.

6. Payment

6.1. The fees payable for each of the Services, Deliverables and the TalentIdentify Platform are set out in the relevant SOW (**Fees**) and are payable in the currency indicated in the relevant SOW within 30 days of the invoice date. All Fees are exclusive of GST (or VAT or other similar tax, as the context permits), which shall be payable in addition (unless stated otherwise in a SOW).

6.2. If the Customer fails to pay the Fees (or any other amounts) by the due date, without limiting any other remedies available to TalentIdentify under this MSA or any law, TalentIdentify may, in its absolute discretion, either: (a) suspend access to, and use of, the Services, Deliverables and the Talent Identify Platform until all outstanding amounts (including interest) that are due to TalentIdentify under this MSA or any relevant SOW are paid in full; or (b) terminate this MSA or the SOW in accordance with clause 11.

6.3. The Customer will pay TalentIdentify all costs and expenses incurred in recovering any outstanding amounts (including interest) that are due to TalentIdentify under this MSA or any SOW, including legal costs or other expenses incurred by TalentIdentify in relation to enforcement steps or mercantile or collections agents.

7. Customer Provided Data, Employee Provided Data and Data Sharing

7.1. The Customer may be required to provide data to TalentIdentify, including: (a) data relating to the Customer's business and its Personnel, candidates and applicants, including, but not limited to, information relating to the Customer's business processes, organisational structure, performance and Personnel behaviours; (b) data relating to its Personnel, candidates and applicants, including Personal Data such as name, contact details, telephone number, email and home address and other Personal Data contained in candidate applications; and (c) any other data disclosed by the Customer or otherwise brought to the attention of TalentIdentify (and all Intellectual Property Rights contained therein), (collectively, **Customer Provided Data**).

7.2. The Customer will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Provided Data. The Customer will ensure that

its Personnel, candidates, applicants or other third parties have given their authority and consent for the provision by the Customer of their data to TalentIdentify (including Personal Data) and its use in accordance with this MSA or an SOW.

7.3. The Customer authorises TalentIdentify to: (a) use Customer Provided Data to perform (and improve the performance of) the Services and Deliverables, and in the course of performing the service and delivering the Deliverables to use Customer Provided Data (and all Intellectual Property Rights contained therein); (b) use Customer Provided Data to inform the Customer of other products or services that TalentIdentify may offer from time to time, ; and (c) share Customer Provided Data, in aggregated anonymized form, with its Affiliates or other third parties (with whom TalentIdentify may contract or be affiliated with from time to time) for the purposes of performing or improving the Service or delivering the Deliverables.

7.4. Joint Controllers and data sharing. The parties acknowledge that the Customer is the controller of any Personal Data contained in the Customer Provided Data. The Customer will share the Customer Provided Data with TalentIdentify for the purposes of provision or use of the Services, Deliverables, TalentIdentify Platform and Documentation (**Agreed Purpose**). TalentIdentify will collect and process Personal Data from data subjects using the shared Customer Provided Data for the Agreed Purpose (**Developed Data**). The parties will be joint controllers of Personal Data contained in the Customer Provided Data and Developed Data.

7.5. Effect of non-compliance with Privacy Laws. Each party shall comply with all the obligations imposed on it under the Privacy Laws as a controller of Personal Data contained in the Customer Provided Data and Developed Data, and any material breach of the Privacy Laws by one party shall, if not remedied within 30 days of written notice from the other party, automatically grant the other party a right to terminate this agreement with immediate effect in accordance with **clause 11.2**.

7.6. The Customer warrants that, in relation to any Personal Data comprising the Customer Provided Data and Developed Data or otherwise disclosed to, or brought to, the attention of, TalentIdentify pursuant to this MSA or any SOW: (a) it has been collected in accordance with the Privacy Laws; (b) the Customer has the authority to provide TalentIdentify, or otherwise make available to TalentIdentify, such information; and (c) the Customer has obtained the informed consent of the individuals the subject of such Personal Data in order for TalentIdentify to use, disclose, store, transfer, process or handle for the Agreed Purpose. In addition, in respect of the Developed Data TalentIdentify may provide the necessary notices to data subjects whose

Personal Data may be processed for the Agreed Purpose of the nature of such processing. This includes giving notice that, on the termination of this MSA or any SOW, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.

7.7. Each party shall:

a) process the Customer Provided Data and Developed Data only for the Agreed Purpose; b) not disclose or allow access to the Customer Provided Data and Developed Data to anyone other than the Permitted Recipients; c) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Customer Provided Data and Developed Data (including obligations of confidentiality) which are no less onerous than those imposed by this MSA or any SOW; d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. e) not transfer outside the European Union any Personal Data received from the other party or the data subjects for the Agreed Purpose unless the transferor: i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and ii. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

7.8. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Privacy Laws. In particular, each party shall: a) consult with the other party about any notices given to data subjects in relation to the Customer Provided Data and Developed Data; b) promptly inform the other party about the receipt of any data subject access request; c) provide the other party with reasonable assistance in complying with any data subject access request; d) not disclose or release any Customer Provided Data and Developed Data in response to a data subject access request without first consulting the other party wherever possible; e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Privacy Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; f) notify the other party without undue delay on becoming aware of any breach of the Privacy Laws; g) at the written direction of the party which disclosed the Personal Data (**Data Discloser**) to the other party, delete or return the Customer Provided Data and Developed Data and copies thereof to the Data

Discloser on termination of this MSA unless required by law to store the Personal Data; h) use compatible technology for the processing of the Customer Provided Data and Developed Data to ensure that there is no lack of accuracy resulting from Personal Data transfers; i) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits (at the cost of the other party) by the other party or the other party's designated auditor; and j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Privacy Laws, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Privacy Laws.

7.9. Indemnity. Unless otherwise provided in this MSA, each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Privacy Laws by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of TalentIdentify as the indemnifying party under this clause shall be subject to the limits set out in **clause 10**.

7.10 The Customer may from time to time provide TalentIdentify with feedback, suggestions or ideas regarding the Services provided. Each party agrees that TalentIdentify shall own this feedback and may use, develop and exploit it in any manner, without restriction or requirement to compensate or seek permission from the Customer.

7.11 Note that individual employee profile responses, either solicited by the Customer or volunteered by the employee or prospective employee themselves remains the property of the individual employee, and they may, at any time, choose to withdraw their consent.

8. Third party providers

8.1. The Customer acknowledges that the Services, Deliverables and TalentIdentify Platform may require the Customer to use or access Third Party Products and Services and that the Customer does so solely at its own risk.

8.2. TalentIdentify makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such

Third Party Products and Services, or any transactions completed, and any contract entered into by the Customer, with the owner, licensor or operator of such Third Party Products and Services.

8.3. TalentIdentify recommends that the Customer refer to, read and understand the third party's terms and conditions and privacy policy prior to using the relevant Third Party Products and Services.

8.4. TalentIdentify does not endorse, sponsor or approve any Third Party Products and Services used in conjunction with the Services, Deliverables or the TalentIdentify Platform. It is the Customer's sole responsibility to determine that specific products or services, meets the needs of the Customer's business and are suitable for the purposes for which they are used.

8.5. Any rights the Customer may have to access Third Party Products and Services shall be limited to: (a) the extent of TalentIdentify's ability to pass on such rights to Customer; or (b) the terms of any third party licence.

9. Intellectual Property Rights

9.1. The Customer acknowledges that, notwithstanding anything else, TalentIdentify and/or its licensors own all Intellectual Property Rights in the Services, Deliverables, TalentIdentify Platform and the Documentation (and anything arising or generated therefrom) (collectively, the **TalentIdentify IP**). Using the Services, the Deliverables, TalentIdentify Platform and the Documentation does not give the Customer (or anyone else) ownership of, or any right, title or interest in any of the foregoing (or any TalentIdentify IP contained therein), or any information, content or technology that may be provided to, or accessed by, the Customer in connection with their use, all of which is, and will remain, owned by TalentIdentify or its licensors or licensees.

9.2. All Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with, the Services, the Deliverables or the TalentIdentify Platform will automatically vest in, and are assigned to, TalentIdentify (**Developed IP**).

9.3. Subject to **clauses 9.1, 9.2 and 9.4**, the Customer will remain the owner of its Customer Provided Data, provided the Customer grants Talent Identify a royalty-free, transferable, worldwide and perpetual licence for TalentIdentify (and its Affiliates) to use and sub-license any Customer Provided Data that the Customer makes available to TalentIdentify on or via the TalentIdentify Platform (and all Intellectual Property Rights contained therein) for the purpose of providing the TalentIdentify Platform or any ancillary services.

9.4. All trade marks, logos, trade dress and service marks on or via the TalentIdentify Platform are either trade marks or registered trade marks of TalentIdentify, or third parties that have authorised such use, and may not be copied, imitated, or used, in whole or in part.

10. Liability

10.1. To the maximum extent permitted by law, TalentIdentify excludes all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with the access to, and use of, the Services, Deliverables, TalentIdentify Platform or the Documentation.

10.2. Nothing contained in this MSA or any SOW excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth) or any other equivalent legislation in other jurisdictions where to do so is unlawful.

10.3. Unless prohibited by law and to the maximum extent permitted by law, TalentIdentify will not be liable to the Customer or any third party for: (a) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or (b) loss of anticipated or actual profits, loss arising from business interruption, loss of anticipated or actual revenue, economic loss, loss of goodwill, loss, corruption or alteration of data, downtime costs, loss of use, failure to realise anticipated savings, loss of contracts or interest, loss of opportunity or expectation loss or loss of production; or (c) loss of or damage to any property or any personal injury or death to the Customer or any third person, arising out of, relating to or connected to the provision or use of the Services, Deliverables, TalentIdentify Platform, Documentation, this MSA or any SOW, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

10.4. Under no circumstances will TalentIdentify's aggregate liability, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the Fees paid by the Customer to TalentIdentify under the relevant SOW (that is the subject of the claim) in the preceding 12 months of the claim.

10.5. Except as expressly provided in this MSA or any SOW, the Customer assumes sole responsibility for results obtained from the use of the Services and the Deliverables, and for conclusions drawn from such use. TalentIdentify shall have no liability for any damage caused by errors or omissions in any information or instructions provided to TalentIdentify by the Customer in connection with the Services or the Deliverables, or

any actions taken by TalentIdentify at the Customer's direction.

10.6. To the maximum extent permitted by law, the Customer agrees to defend, indemnify and hold TalentIdentify, its Affiliates and its Personnel (collectively, **the Indemnified**) harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of: (a) the access to, any breach of any third party's Intellectual Property Rights or other rights caused by the Customer or its Personnel; or (c) any breach by Customer or its Personnel of this MSA or any SOW.

10.7 **Corrections.** The Services may contain errors or inaccuracies and may not be complete or current. TalentIdentify reserves the right to correct any errors, inaccuracies or omissions (including after an SOW has been submitted) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to pricing, and TalentIdentify reserves the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information.

11. Termination

11.1. Either party may terminate this MSA or any SOW immediately by notice in writing: (a) if the other party is in breach of any term of this MSA or any SOW and such breach is not remedied within 20 Business Days after receiving notice requiring it to do so; (b) if the other party is in breach of any term of this MSA or any SOW and such breach is not capable of remedy; or (c) if an Insolvency Event occurs in respect of the other party, or (d) prior to or on the last day of any free trial period agreed between the parties in any SOW for the use and/or access the Services, Deliverables and/or the TalentIdentify Platform.

11.2. On termination of this MSA for any reason: (a) the Customer must immediately pay all outstanding Fees and any other amount owing to TalentIdentify under this MSA and any SOW (including interest); (b) the Customer must immediately return to TalentIdentify all Confidential Information, TalentIdentify IP, Developed IP, Documentation and any other property belonging to TalentIdentify in its possession, custody or control and certify to TalentIdentify, in writing, that it has done so; and (c) all licences and rights granted to the Customer under this MSA or any SOW shall immediately terminate. 11.3. Termination or expiration of an individual SOW shall not affect the continuation of this MSA or any other individual SOW then in force.

12. Confidentiality

12.1. A Receiving Party: may use Confidential Information of the Disclosing Party only for the purposes of this MSA or a SOW; and (b) must keep confidential all Confidential Information of the Disclosing Party except: (i) for disclosures permitted under this **clause 12**; and (ii) to the extent (if any) the Receiving Party is required to disclose any Confidential Information by law or in accordance with the rules of an applicable stock exchange.

12.2. A Receiving Party may disclose Confidential Information of the Disclosing Party to persons who: have a need to know for the purposes of this MSA or a SOW (and only to the extent that each has a need to know); and (b) before disclosure: (i) in the case of the Receiving Party's Personnel, have been directed by the Receiving Party to keep confidential all Confidential Information of the Disclosing Party; and (ii) in the case of other persons, have agreed in writing with the Receiving Party to comply with substantially the same obligations in respect of Confidential Information of the Disclosing Party as those imposed on the Receiving Party, (each a **Direction**). 12.3. A Receiving Party must: (a) ensure that each person to whom it discloses Confidential Information of the Disclosing Party under **clause 12.2** complies with its Direction; and (b) notify the Disclosing Party of, and take all steps to prevent or stop, any suspected or actual breach of a Direction.

12.4. If a Receiving Party is required by law to disclose any Confidential Information of a Disclosing Party to a third person (including government or regulatory authority) the Receiving Party must before doing so: (a) notify the Disclosing Party; and (b) give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and (c) notify the third person that the information is confidential to the Disclosing Party.

13. Force Majeure

13.1. TalentIdentify will have no liability to the Customer under this MSA or any SOW if it is prevented from or delayed in performing its obligations under this MSA or any SOW, or from carrying on its business, by acts, events, omissions or accidents beyond control including, but not limited to, acts of God, failure of a utility service or transport or telecommunications network, riots, civil commotion, computer hacking, war, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or earthquake, any disaster or adverse weather, governmental actions, default or non-performance of hosting or data centre providers or other suppliers or sub-contractors, labour disputes, or any other failure, act or omission in TalentIdentify's supply chain (**Force Majeure Event**).

13.2. The Customer accepts that access to, and use of, the Services, Deliverables and the TalentIdentify Platform may be temporarily suspended as required during a planned or unplanned service outage, technical failure, maintenance work or excessive server load on the technical equipment used by TalentIdentify. In some cases, TalentIdentify may be unable to notify the Customer of such an occurrence.

14. **Dispute resolution** The parties must, before resorting to court proceedings (except interlocutory or interim relief), refer any dispute under or relating to this MSA or any SOW initially to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved with this period, then either party may initiate court proceedings. Notwithstanding the existence of a dispute, each party must continue to perform its obligations.

15. General

15.1. A waiver of any right under this MSA or any SOW is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

15.2. If any provision (or part of a provision) of this MSA or any SOW is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, then the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.4. This MSA, each SOW, **the Proposal**, and all documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

15.5. Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement, except that TalentIdentify may assign, sell or transfer its rights or obligations under this agreement to an Affiliate or bona fide third party purchaser of TalentIdentify's business.

15.6. Nothing in this MSA or any SOW is to be construed as constituting a partnership, employment relationship, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party.

15.7. The laws of the state of Victoria, Australia govern this MSA and each SOW. The parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

16. Definitions

The definitions in this clause apply in this MSA and each SOW (unless otherwise expressly stipulated in any SOW):

affiliate means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose Control means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.

Business Day means each day excluding Saturdays, Sundays and public holidays in Victoria.

Confidential Information means in the case of a Disclosing Party: (a) the following information, regardless of its form and whether the Receiving Party becomes aware of it before or after the date of this MSA: (i) information that is by its nature confidential; (ii) information that is designated by the Disclosing Party as confidential; (iii) information the Receiving Party knows, or ought to know, is confidential; (b) all notes and other records prepared by the Receiving Party based on or incorporating information referred to in paragraph (a) above; (c) all copies of the information, notes and other records referred to in paragraphs (a) and (b) above; (d) the TalentIdentify Platform (including any data stored in the TalentIdentify Platform) (in the case of TalentIdentify), but in all cases excludes information that the Receiving Party creates (whether alone or jointly with any third person) independently of the Disclosing Party or is public knowledge (otherwise than as a result of a breach of confidentiality by Receiving Party).

Customer Provided Data has the same meaning in clause 7.1.

Deliverables means the tangible deliverables produced or generated a result of the Services.

Developed Data has the same meaning in clause 7.4.

Developed IP has the meaning in clause 9.2.

Disclosing Party means a party to this MSA who discloses or makes available Confidential Information to the Receiving Party.

Documentation means the documents made available to the Customer by TalentIdentify which sets out the description of the Services, Deliverables and the

TalentIdentify Platform (including operating instructions, user guides, manufacturer's specifications, policies and procedures), and any updates, replacements revisions or additions such documentation, provided or made available TalentIdentify from time to time, but does not including training materials).

Fee has the meaning in clause 6.1.

Force Majeure Event has same meaning in clause 13.1.

Insolvency Event means any of the following:

(a) a receiver, receiver and manager, liquidator, provisional liquidator, controller or any form of external administrator has been appointed over either party or any property belonging to either party; (b) an event occurs which gives any person the right to seek an appointment referred to in paragraph (a); (c) a party proposes or takes any steps to enter into a scheme, arrangement, agreement or compromise with its creditors or call a meeting of creditors; (d) a party suspends payment of its debts generally; (e) a party becomes insolvent or bankrupt within the meaning of the Corporations Act 2001 (Cth) or a party has a bankruptcy petition presented against it; (f) an application is made to a court or a resolution is passed or an order is made for the winding up or dissolution of a party or an event occurs that would give any person the right to make an application of this type; or (g) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f).

Intellectual Property Rights means all designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.

Permitted Recipients means the parties to this MSA and each SOW, the employees of each party, any third parties engaged by the parties to this MSA and each SOW to perform obligations in connection with this MSA and each SOW, and Affiliates of the parties to this MSA and each SOW.

Personal Data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including also

information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, disclosed to or made available to TalentIdentify in the course of providing the Services or delivering the Deliverables.

Personnel means any officer, employee, agent, contractor, subcontractor or consultant of a party.

TalentIdentify IP has the meaning in clause 9.1.

TalentIdentify Platform means the platform managed by TalentIdentify and used by TalentIdentify to provide the Services and Deliverables, including the application and database software for the Services, the system and server software used to provide the Services and the Deliverables, the computer hardware on which that application, database, system and server software is installed, and associated technology and code.

Privacy Laws means, as applicable and binding on either party or the Services and the Deliverables: (a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the General Data Protection Regulation (EU) 2016/679; (c) the Privacy Act 1988 (Cth) (as amended) and the Australian Privacy Principles (d) any laws which implement any such laws; (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing from time to time; and (f) any applicable laws which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction in which the parties carry on their business.

Proposal means a TalentIdentify proposal to the Customer for the provision of the Services, Deliverables and the TalentIdentify Platform.

Receiving Party means a party to this MSA who obtains Confidential Information of the other party to this MSA.

Services means the services to be provided by TalentIdentify to the Customer pursuant to an SOW.

Term has the meaning in clause 2.1.

Third Party Products and Services means any software, products, services or content (including all Intellectual Property Rights contained therein) that: (a) are provided by third parties; (b) interoperate with the Services, the Deliverables or TalentIdentify Platform; or (c) may be identified as third party products or services.

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