

Schedule 3 Data Republic Common Legal Framework

Data Contributor Module

This Data Contributor Module is between the Participant (**you and your**) and Data Republic Pty Ltd (Administrators Appointed) (ACN 602 442 044), of Level 11, 28 O’Connell Street, Sydney NSW 2000 (**Data Republic**), pursuant to the terms of the Data Republic Software Agreement entered into between Data Republic and the Participant. The terms of this Data Contributor Module will apply to the provision of data by you, in your capacity as a Data Contributor, and the use of that data by Data Republic and any other Users, pursuant to the Data Republic Common Legal Framework and facilitated through the Data Republic Platform. You acknowledge and agree that each Approved Data Licence shall constitute a stand-alone contract between each of you, Data Republic and any other Data Contributor(s), Data Recipient(s) and/or Data Developer(s) who are party to each respective Approved Data Licence. Capitalised terms used in this Data Contributor Module will have the meaning given to them in the Data Republic Software Agreement, unless otherwise defined herein. Reference to “the Agreement” in this Data Contributor Module is to the Data Republic Software Agreement and all applicable Modules, Terms Sheets and Approved Data Licences.

1 Compliance with the Agreement

- (a) The Participant’s rights under this Data Contributor Module are subject to Participant’s compliance with the terms of:
- (i) this Data Contributor Module;
 - (ii) any other applicable Module; and
 - (iii) the Data Republic Software Agreement, and any applicable Term Sheets and Approved Data Licences.

2 Participant Data

2.1 Provision of Participant Data

- (a) By approving a Data Licence, Participant grants to each respective party to the relevant Approved Data Licence a worldwide, non-exclusive, non-transferable licence to access and use the relevant Participant Data and/or Data Assets of the Participant (as contemplated by the relevant Approved Data Licence):
- (i) in accordance with the Agreement;
 - (ii) to create the Data Products in accordance with the Approved Data Licence; and
 - (iii) for the duration, and Permitted Purposes, as set out in the relevant Approved Data Licence.
- (b) All Participant Data provided by Participant to Data Republic will be hosted in Australia, and Data Republic must not host or disclose Participant Data

outside Australia unless otherwise agreed by Participant in writing.

- (c) Participant acknowledges and agrees that:
- (i) nothing in the Agreement requires Data Republic to exclusively source data from Participant; and
 - (ii) Data Republic is entitled, whether during or after the Term, to:
 - (A) source data from other Data Contributors; and
 - (B) subject to the applicable Approved Data Licence:
 - (1) combine such data from other Data Contributors with Participant Data for the purpose of creating Data Products; and
 - (2) provide Users with such Data Products in accordance with the terms of the Data Republic Common Legal Framework Modules.

2.2 Use of Participant Data

- (a) Data Republic must:
- (i) only use or access the Participant Data (including any Participant Data contained or incorporated in any Data Products), and only permit such Participant Data to be used or accessed, in such manner and to the extent approved by the Participant pursuant to an

Approved Data Licence, including any requirements, exclusions or special conditions set out therein;

- (ii) not take any steps to seek to match Participant Data about a particular de-identified Individual with data from other Data Contributors about the same de-identified Individual, except where expressly permitted in an Approved Data Licence;
- (iii) not take any steps to seek to re-identify any Individuals which are the subject of de-identified Participant Data; and
- (iv) impose appropriate contractual restrictions on Users not to take steps to seek to re-identify Individuals, or permit matching by Users, in the course of their use of the Data Products on the Data Republic Platform.

2.3 Delivery Mechanism

If Participant has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Participant Data Updates are otherwise not being provided to or received by Data Republic, it will notify Data Republic and rectify the error as soon as possible. If Data Republic has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Participant Data Updates are otherwise not being provided to or received by Data Republic, it will notify Participant in addition to promptly rectifying the error.

2.4 Data Matching

If Participant wishes to provide Participant Data to Data Republic in Tokenised form, the terms of the Data Republic Matching Services Module will apply in addition to these terms.

3 Data Security and Segregation

Data Republic must:

- (a) not take any steps to seek to re-identify any Individuals which are the subject of de-identified Participant Data;
- (b) ensure that Participant Data is segregated within the Data Republic Databases from Other Participant Data, such that Participant Data and Other Participant Data cannot be linked together or otherwise associated, unless contemplated by this Agreement or agreed otherwise by Participant in writing;
- (c) establish and at all times maintain, comply with and enforce adequate safeguards against the destruction, interference, unauthorised access, loss or alteration of Participant Data in the possession or control of Data Republic or its Personnel that are consistent with and no less rigorous than those set out in the Data Security Protocols;
- (d) prohibit and prevent any Personnel who do not have the appropriate level of security clearance from gaining access to Participant Data;
- (e) notify Participant immediately if Data Republic becomes aware of the contravention of any breach of this clause 3 of this Module; and
- (f) notify Participant of any material amendments to the Data Security Protocols.

4 Disclosure of information by Data Republic

Data Republic may disclose to Users and prospective Users:

- (a) the identity of Participant and that it has collected Participant Data from the Participant; and
- (b) unless otherwise agreed by Data Republic and Participant in writing, the Data Characteristics of the Participant Data it has collected or will collect from Participant and how it may be made available for use in the Data Products.

5 Intellectual Property

Unless otherwise agreed in an Approved Data License, the parties acknowledge and agree that all rights, title and interests (including all Intellectual Property

Rights) in and to the Participant Data and Background Participant IP, including, in each case, any right, title or interest (including in Intellectual Property Rights) subsisting in any improvements to such data and materials, will at all times remain owned by Participant or its licensors and nothing in the Agreement is intended to transfer any right, title or interest (including Intellectual Property Rights) to Data Republic or any other User and such materials are made available to Data Republic and other Users under license pursuant to the terms of each relevant Approved Data Licence.

6 Audit

- (a) Subject to the remainder of this clause 6 of this Module, and in addition to the audit rights granted to Data Republic pursuant to Clause 15 (Audit) of the Data Republic Software Agreement, during the period for which Data Republic is in control of Participant Data and for 12 months after the end of that period Participant shall have the right to conduct an audit of, or engage an independent third party auditor which must be approved by Data Republic in writing (such approval not to be unreasonably withheld or delayed) to conduct an audit of, Data Republic in order to verify:
- (i) that Data Republic is compliant with the terms of the Agreement. This includes validating that Data Republic is using, accessing and providing access to Participant Data in accordance with the terms of the Agreement (including the terms of any applicable Approved Data Licence and the Data Security Protocols); and
 - (ii) any information provided by Data Republic to Participant in accordance with its Reporting Obligations; or
- (b) Data Republic must reasonably assist Participant to address security and risk related queries in connection with the subject matter of the Agreement in response to any requests made by a Government Agency.
- (c) Except in respect of an audit by a Government Agency (which will be conducted as required by the Government Agency in accordance with Law), each

audit conducted under clause 6(a) must be conducted:

- (i) on at least 20 Business Days' prior written notice to Data Republic;
 - (ii) no more than once per calendar year during the Term and once in the 12 months following the end of that Term on reasonable notice; and
 - (iii) during normal business hours and in a manner designed to not unreasonably interfere with the ordinary business operations of Data Republic, and under supervision by Data Republic (if required).
- (d) No audit may continue for longer than 10 consecutive Business Days, unless otherwise agreed between the parties.
- (e) Any information gathered during an audit shall only be made available to personnel of Participant and/or its approved auditor (as applicable) on a strictly need to know basis and subject to the confidentiality obligations under the Agreement.
- (f) Participant acknowledges and agrees that the audit will not include, and that the auditor will not have access to, any Other Participant Data.
- (g) To the extent an audit reveals that Data Republic has not complied with the requirements described in this Module, the parties will engage in good faith discussions about the resolution of the concerns raised by the audit.
- (h) Participant will bear its own costs associated with any audits conducted pursuant to this clause 6.

7 Privacy

- (a) Participant acknowledges and agrees that Participant Data must, once it has been transferred to Data Republic, contain no Personal Information.
- (b) Accordingly, any and all Personal Information submitted by Participant must only be provided in a Hashed format as directed in the Data Republic Matching Services Module.
- (c) Each party must promptly provide the other with the details of any complaint received by the first party arising out of or in connection with the

content, or the use and disclosure of, any Participant Data.

- (d) Participant must notify Data Republic each time it updates or amends its privacy policy and privacy collection notices during the Term in a manner which, in Participant's reasonable opinion, may affect Participant's participation in Matching, or the use or access, of Participant Data as contemplated by the Agreement and must make available such updated or amended privacy policy and privacy collection notices to Data Republic on request.

8 Participant representations and warranties

Participant represents and warrants that:

- (a) the Participant Data has been legally obtained and that the provision of Participant Data to Data Republic and other Users, and its use in accordance with any Approved Data Licence will not violate any applicable Laws (including Privacy Laws and Competition Law) or infringe upon any Intellectual Property Right or other right of any third party, provided Data Republic manages Participant Data in accordance with the terms of the Agreement;
- (b) it has obtained and maintains all necessary Consents from individuals in order for the Participant Data to be accessed and used as contemplated by the Agreement, including to be used in Data Products on a Matched basis;
- (c) if the Participant Data has been collected or aggregated by Participant from one or more third parties (not being the Individuals in relation to whom the data has been obtained), Participant has obtained and will maintain all necessary Consents from each and every third party in order to disclose that Participant Data to Data Republic, and has ensured that such third parties have complied with all Laws (including Privacy Laws) in relation to the collection and disclosure of such Participant Data;
- (d) the Participant Data will, taken in isolation, not include any Personal Information when it is entered into the Data Republic Databases via the Delivery Mechanism;
- (e) it has all the necessary right, title and interest in the Participant Data in order to grant the licences and

otherwise perform its obligations under the Agreement.

9 Liability of other Users

- (a) Data Republic's liability for the conduct of Users is limited to the requirements under clause 9(b) below.
- (b) Unless otherwise agreed in an Approved Data Licence, Data Republic must procure that each Data Recipient that receives Data Products agrees to the terms of a Data Licence. A Data Recipient must not be permitted to make use of any Data Products until it has accepted the terms of such Data Licence.
- (c) Participant acknowledges and agrees that Data Republic will have no liability for the subject matter of the undertaking set out in clause 19 of the Data Republic Software Agreement.
- (d) Without limiting Participant's rights under the Agreement, Participant undertakes not to bring a Claim against Data Republic in respect of the terms or subject matter of clause 19 of the Data Republic Software Agreement.

10 Contractual nature of Approved Data Licence

- (a) Participant acknowledges and agrees that each Approved Data Licence shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data Contributor(s), Data Recipient(s) and/or Data Developer(s) who are party to each respective Approved Data Licence.
- (b) Participant warrants that its approval, through the Data Republic Platform, of each Approved Data Licence shall constitute a binding execution of such Approved Data Licence by Participant.

11 Consequences of Termination

- (a) Participant will cease to provide the Participant Data to Data Republic under the Agreement or the relevant Term Sheet (as applicable) from the date of termination.
- (b) Subject to clause 11(c), Data Republic will, at Data Republic's discretion, either:
 - (i) return to Participant; or

- (ii) undertake Secure Data Deletion in respect of, all Participant Data held by Data Republic under the Agreement or the relevant Term Sheet (as applicable).
- (c) Participant acknowledges that on termination of the Agreement, any Users who are granted rights to use a Data Product in accordance with an applicable Approved Data Licence may retain and continue to use such Data Product in accordance with the terms of the applicable Data Republic Software Agreement, Module, Term Sheet and Approved Data Licence for the remainder of the Term of the Term of Data Use, but will cease to receive any Participant Data Updates in respect of such Data Products.
- (d) This clause 11 shall survive termination or expiration of the Agreement.

Data Republic Common Legal Framework

Data Developer Module

This Data Developer Module is between the Participant (**you** and **your**) and Data Republic Pty Ltd (Administrators Appointed) (ACN 602 442 044), of Level 11, 28 O'Connell Street, Sydney NSW 2000 (**Data Republic**), pursuant to the terms of the Data Republic Software Agreement entered into between Data Republic and the Participant. The terms of this Data Developer Module will apply to your participation in Data Republic Platform and, if applicable, in the Project(s) of other Users, in your capacity as a Data Developer pursuant to the Data Republic Common Legal Framework. This Data Developer Module sets out the terms and conditions which apply to the creation and commercialisation of Data Products developed by you as a Data Developer. You acknowledge and agree that each Approved Data Licence shall constitute a stand-alone contract between each of you, Data Republic and any other Data Contributor(s), Data Recipient(s) and/or Data Developer(s) who are party to each respective Approved Data Licence. Capitalised terms used in this Data Developer Module will have the meaning given to them in the Data Republic Software Agreement, unless otherwise defined herein. Reference to "the Agreement" in this Data Developer Module is to the Data Republic Software Agreement and all applicable Modules, Terms Sheets and Approved Data Licences.

1 Compliance with the Agreement

- (a) The Participant's rights under this Data Developer Module are subject to Participant's compliance with the terms of:
- (i) this Data Developer Module;
 - (ii) any other applicable Module; and
 - (iii) the Data Republic Software Agreement, and any applicable Term Sheets and Approved Data Licences.

2 Provision of Access to Data Product Development Environment to create Data Products

- (a) In order to create and/or commercialise a Data Product, Participant must make a request through the Data Republic Platform, specifying:
- (i) the relevant Participant Data or Other Participant Data that will comprise the Data Product;
 - (ii) the type of Data Product that the Participant proposes to create; and
 - (iii) the intended use and recipients of the Data Product.
- (b) Subject to the approval of Data Republic and all relevant Data Contributors, Data Republic will provide Participant with access to the Data Product Development Environment and the relevant

Participant Data and Other Participant Data for the following purposes:

- (i) to enable Participant to examine the relevant Participant Data and Other Participant Data in order to test the development of potential Data Products; and
- (ii) to allow Participant to create, or request that Data Republic create, particular Data Products which Data Republic will make available to other Users through the Data Republic Platform,

(the **Permitted Purpose**).

- (c) Data Republic will have no obligation to provide Participant with access to any Participant Data from a Data Contributor until such time as Data Republic and the Data Contributor have approved the relevant Approved Data Licence.
- (d) Participant acknowledges and agrees that nothing in the Agreement requires Data Republic to permit Participant to create Data Products on an exclusive basis and Data Republic is entitled, whether during or after the Term of the applicable Term Sheet, to permit third parties to create Data Products at its absolute discretion.

3 Conditions of Data Product Development

- (a) Participant agrees and acknowledges that it must not under any circumstances remove the Data Product or any part or whole of the component Participant Data or Other Participant Data from the Data Product

Development Environment without the express written consent of Data Republic, and any relevant Data Contributor or Other Data Contributor, in an Approved Data Licence.

(b) Participant must not:

- (i) attempt to re-identify individuals within any Participant Data or Other Participant Data;
- (ii) combine the Participant Data or Other Participant Data with third party information, including publicly available information or other information available to Participant, from outside the Data Product Development Environment without the express written consent of Data Republic;
- (iii) access or attempt to access any data that is controlled or provided by or on behalf of Data Republic or any other User, except as expressly permitted by the Agreement;
- (iv) modify, extract, copy, export, transfer, delete or remove data from the Data Product Development Environment;
- (v) modify, merge, alter, adapt, translate, de-compile, disassemble, reverse-engineer or interfere with any aspect of the Data Product Development Environment or otherwise attempt to derive or interfere with the source code relating to any aspect of the Data Product Development Environment, or merge any software or any part of any software with any aspect of the Data Product Development Environment, unless expressly permitted by the Agreement or after obtaining Data Republic's prior written consent; or
- (vi) sell or licence, offer for sale or licence, dispose of, pledge, encumber, underlet, lend or part with possession of the Data Product Development Environment or any Participant Data or Other Participant Data (including any data within a Data Product), nor allow any person to use or have the benefit of the Data Product Development Environment or any Participant Data or Other Participant Data, other than as expressly permitted by the Agreement.

(c) Participant must:

- (i) create Data Products in compliance with any exclusions or special conditions set out in the applicable Term Sheet and Approved Data Licence; and
- (ii) where Participant is not an individual, limit access to the Data Product Development Environment to employees of Participant who require such access for the purpose of the Agreement and are under the same or substantially similar obligations of confidence as Participant pursuant to the terms of the Agreement.

4 Intellectual Property Rights

4.1 Data Developer to own Participant Algorithms

Subject only to clause 4.4 of this Module, all rights, title and interests (including all Intellectual Property Rights) in and to Participant Algorithms and any improvements to such Participant Algorithms, will at all times remain owned by Participant or its licensors and nothing in the Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in the Participant Algorithms to Data Republic.

4.2 Data Republic and Data Contributors to own Data Products, Participant Data and Other Participant Data

- (a) Unless otherwise agreed in writing in an Approved Data License, subject to clause 4.1 of this Module, Participant acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to:
 - (i) the Data Product Development Environment; and
 - (ii) any Data Assets (other than Participant Data) or Other Participant Data made available to Participant pursuant to this module,including, in each case, any right, title or interest (including Intellectual Property Rights) subsisting in any improvements to such materials, will at all times remain owned by Data Republic or its licensors

(including the relevant Data Contributors) and nothing in the Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in such Data Product Development Environment, Data Assets or Other Participant Data to Participant.

- (b) Unless otherwise agreed in writing in an Approved Data License, subject to clause 4.1 of this Module, Participant absolutely and unconditionally assigns to Data Republic all rights, title and interests (including all Intellectual Property Rights) in and to the Data Products immediately upon creation, free of all encumbrances and third party rights and Participant must at its own cost do all things necessary to give effect to such assignment, including executing any required documents or effecting any required registrations.

4.3 Licence to Data Products

Data Republic grants to Participant for the Term of the relevant Term Sheet a worldwide, non-exclusive, non-transferable licence to use the Data Products for the Permitted Purpose on the terms and conditions set out in the Agreement, the Term Sheet and the relevant Approved Data Licence.

4.4 Data Republic Open Invention Principles

- (a) Participant agrees and acknowledges that the Data Republic Platform will be used by multiple Users and that it is intended that those Users may (subject to the terms of their respective Data Republic Software Agreements and applicable Modules) develop and invent algorithms and Data Products on the Data Republic Platform independently of each other which may be similar to or the same as Participant Algorithms or Data Products created by Participant. Participant further agrees and acknowledges that the mutual intention of it, and all Users who make use of the Data Republic Platform, is that no User will seek to prevent others from engaging in such independent development and invention. Accordingly, the following clauses (b) and (c) enforce this principle.
- (b) Participant must:
- (i) not threaten, file or pursue any Claim against Data Republic or any User in respect of the purported infringement of any patent arising out

of or in relation to a Participant Algorithm and/or the method of applying such Participant Algorithm to particular combinations of Participant Data or Other Participant Data on the Data Republic Platform in order to create Data Products (whether or not that Participant Algorithm constitutes Background Participant IP); and

- (ii) impose the same obligation on any third party to which it sells, licenses, assigns or otherwise transfers any Intellectual Property Rights subsisting in any Participant Algorithm,

and breach of this clause (b) will be deemed to be a material breach of the Agreement. This clause (b) shall not prevent Participant bringing Claims against Data Republic or any other User for copyright infringement.

- (c) Participant grants to Data Republic and other Users a worldwide, perpetual, non-transferable, non-exclusive licence to use any patent rights arising out of or in relation to a Participant Algorithm and/or the method of applying such Participant Algorithm to particular combinations of Participant Data or Other Participant Data on the Data Republic Platform in order to create Data Products (whether or not that Participant Algorithm constitutes Background Participant IP) provided that such licence:

- (i) is a strictly limited and private licence granted solely for the purposes of ensuring that neither Data Republic nor other Users will infringe any rights under such patent held by Participant if they independently develop and invent algorithms that are similar or the same; and
- (ii) is not a licence of copyright in the Participant Algorithm.

5 Disclosure of information by Data Republic

Data Republic may disclose to Users:

- (a) the identity of Participant; and
- (b) unless otherwise agreed by Data Republic and Participant in writing, the details of the Participant's skillset in creating Data Products, high-level details of the Data Products which Participant proposes to develop and the Participant Data or Other Participant Data which it proposes to use to develop such Data Products.

6 Contractual nature of Approved Data Licence

- (a) Participant acknowledges and agrees that each Approved Data Licence shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data Contributor(s), Data Recipient(s), and/or Data Developer(s) who are party to each respective Approved Data Licence.
- (b) Participant warrants that its approval, through the Data Republic Platform, of each Approved Data Licence shall constitute a binding execution of such Approved Data Licence by Participant.

7 Consequences of Termination

If the Agreement, a Term Sheet and/or an Approved Data Licence is terminated by either party:

- (a) Data Republic may retain and continue to use and exploit any Data Products that have, as at the date of termination, been developed using Participant Algorithms according to the terms of the Agreement and any applicable Term Sheet and/or Approved Data Licence; and
- (b) Participant must immediately cease accessing the Data Product Development Environment and any Data Product and accessing and using the applicable Participant Data or Other Participant Data.

Data Republic Common Legal Framework

Data Recipient Module

This Data Recipient Module is between the Participant (**you** and **your**) and Data Republic Pty Ltd (Administrators Appointed) (ACN 602 442 044), of Level 11, 28 O’Connell Street, Sydney NSW 2000 (**Data Republic**), pursuant to the terms of the Data Republic Software Agreement entered into between Data Republic and the Participant. The terms of this Data Recipient Module will apply to the provision of any Data Product to you, in your capacity as a Data Recipient, under the Data Republic Common Legal Framework and the use of such Data Product(s) by you and any of your Permitted Sublicensees, facilitated through the Data Republic Platform. You acknowledge and agree that each Approved Data Licence shall constitute a stand-alone contract between each of you, Data Republic and any other Data Contributor(s), Data Recipient(s) and/or Data Developer(s) who are party to each respective Approved Data Licence. Capitalised terms used in this Data Recipient Module will have the meaning given to them in the Data Republic Software Agreement, unless otherwise defined herein. Reference to “the Agreement” in this Data Recipient Module is to the Data Republic Software Agreement and all applicable Modules, Terms Sheets and Approved Data Licences.

1 Compliance with the Agreement

Participant’s rights under this Data Recipient Module are subject to Participant’s compliance with the terms of:

- (a) this Data Recipient Module;
- (b) any other Module; and
- (c) the Data Republic Software Agreement, and any applicable Term Sheets and Approved Data Licences.

2 Creation and provision of Data Products

2.1 Creation and provision of Data Products

- (a) Participant may access the Data Republic Platform to request Data Republic to:
 - (i) create, or facilitate the creation of, Data Products; and
 - (ii) make such Data Products available for use by Participant,
 as set out in the applicable Approved Data Licence and in accordance with the terms of the Agreement (including this Module).
- (b) Data Republic will have no obligation to create any Data Products using data from a Data Contributor (which is not you) or an Other Data Contributor until such time as the relevant Data Contributor has approved the request from Participant to use the relevant data pursuant to the terms of an Approved Data Licence.

3 Restrictions on use of Data Products by Participant

Participant must:

- (a) only use Data Products for the Permitted Purpose specified in the Approved Data Licence;
- (b) only access or use Data Products in accordance with any requirements, exclusions or special conditions set out in the applicable Term Sheet and/or Approved Data Licence;
- (c) not copy or remove, or seek to copy or remove, any Other Participant Data from the Data Republic Databases;
- (d) not reverse engineer or decompile any Data Products that use, or include, any Other Participant Data such that Participant is able to access the Other Participant Data;
- (e) not sublicense, assign, transfer, sell or otherwise exploit any Data Product or Derivative Materials created from such Data Products, that use, or include, Participant Data or Other Participant Data without the prior written consent of Data Republic in the relevant Approved Data Licence, and if applicable, a EULA being in place with the relevant Permitted Sublicensee;
- (f) not combine Data Products on the Data Republic Platform with third party information (e.g. publicly available information or other information available to the Users from outside the Data Republic Platform) without approval from Data Republic; and

- (g) not take any steps, or permit others to take any steps, on the Data Republic Platform to seek to re-identify any individuals which are the subject of Participant Data, Other Participant Data or any Data Product, except:
- (i) in respect of a Data Product that has been provided on both a Matched and Tokenised basis; or
 - (ii) as otherwise expressly agreed in an Approved Data Licence.

4 Intellectual Property Rights

- (a) Unless otherwise agreed in an Approved Data Licence, Participant acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to any Data Products or Derivative Materials, including the underlying component Data Assets (other than Participant Data) or Other Participant Data, made available to Participant pursuant to this module, including, in each case, any right, title or interest (including Intellectual Property Rights) subsisting in any improvements to such materials, will at all times remain owned by Data Republic or its licensors (including the relevant Data Contributors) and nothing in the Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in such Data Products, Data Assets or Other Participant Data to Participant.
- (b) Data Republic grants to Participant for the Term of the relevant Term Sheet a worldwide, non-exclusive, non-transferable licence to use the Data Products and Derivative Materials for the Permitted Purpose on the terms and conditions set out in the Agreement and any relevant Approved Data Licence.

5 Relationship with Permitted Sublicensees

Participant shall procure that all third parties who use or receive Data Products from Participant (whether in conjunction with Derivative Materials or otherwise) rather than from Data Republic must:

- (a) be approved by Data Republic as a Permitted Sublicensee;

- (b) reference Data Republic as the source of the Data Products or Derivative Materials; and
- (c) unless otherwise agreed in an Approved Data Licence, prior to receiving such Data Products or Derivative Materials from the Participant, first enter into a sublicense agreement with Participant which imposes on the Permitted Sublicensee confidentiality, privacy and intellectual property terms no less onerous than those of the Participant in this Agreement, sets out the permitted use of the Data Product, and does not allow the third party to sublicense any Data Products for which they are granted a licence under the EULA,

whereby, upon approval by Data Republic and any relevant Data Contributor, the Permitted Sublicensee shall be identified as a Permitted Sublicensee in any applicable Term Sheet and Approved Data Licence and Participant shall be authorised to provide such Permitted Sublicensee with the relevant Data Product.

6 Disclosure of information by Data Republic

Data Republic may disclose to Data Contributors and Data Developers:

- (a) the identity of Participant; and
- (b) the details of the Data Products which Participant wishes to develop, or have developed on its behalf, the identity of any Permitted Sublicensees who will use the Data Products, and the Participant Data or Other Participant Data which it proposes to use to develop such Data Products.

7 Approved Data Licence

Data Recipient acknowledges that it will not be permitted to use a Data Product until it has agreed to the terms of an Approved Data Licence in respect of that Data Product.

8 Contractual nature of Approved Data Licence

- (a) Participant acknowledges and agrees that each Approved Data Licence shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data

Contributor(s) and/or Data Developer(s) who are party to each respective Approved Data Licence.

- (b) Participant warrants that its approval, through the Data Republic Platform, of each Approved Data Licence shall constitute a binding execution of such Approved Data Licence by Participant.

9 Termination of use of Data Products

- (a) Data Republic may terminate Participant's use of any Data Product under an Approved Data Licence immediately by written notice if Participant materially breaches a provision of the Agreement (including this Module), or the relevant Approved Data Licence, in each case insofar as it relates to such Data Product, and such material breach:
 - (i) cannot, in Data Republic's reasonable opinion, be remedied; or
 - (ii) is capable of remedy and Data Recipient has failed to remedy such material breach within 30 days of receiving written notice from Data Republic.
- (b) Data Republic may terminate Participant's use of any Data Product to the extent that Data Republic reasonably believes that such Data Product has been created, used or its continued use, is in breach of the Data Product Protocols and/or any Privacy Laws.
- (c) For clarity, unless otherwise agreed by the parties, if Participant fails to pay fees due and owing with respect to a Data Product, and those fees are more than 120 days overdue, such breach will be deemed a material breach for the purposes of clause 9(a).

10 Consequences of Termination

From the date of termination by either party of the Agreement, a Term Sheet or an applicable Approved Data Licence in accordance with the terms of the Data Republic Software Agreement, but subject at all times to termination of Participant's use of any Data Product in accordance with clause 8, Participant:

- (a) may retain and continue to use Data Products developed solely using Participant Data which do

not use and are not derived from Other Participant Data on a perpetual basis;

- (b) may retain and continue to use Data Products which are derived from, but do not incorporate, Other Participant Data in its original, cleansed or corrected form, for the remainder of the Term of Data Use or if the Term is not specified, on a perpetual basis, but will cease to receive any Data Updates in respect of such Data Products; and
- (c) must immediately cease to use any other Data Products and must terminate the use of such Data Products by any Permitted Sublicensees, but in each case only in relation to the Other Participant Data incorporated, included or to which access is permitted in such Data Product.

Data Republic Matching Services Module

This Data Republic Matching Services Module is between the Participant (**you and your**) and Data Republic Pty Ltd (Administrators Appointed) (ACN 602 442 044), of Level 11, 28 O’Connell Street, Sydney NSW 2000 (**Data Republic**), pursuant to the terms of the Data Republic Software Agreement. The terms of this Module apply to your use of Data Republic matching services (**Data Republic Matching Services**) made available to you by Data Republic pursuant to your Data Republic Software Agreement and as described in the then current Data Republic Matching User Guide (**User Guide**). Capitalised terms used in this Data Recipient Module will have the meaning given to them in the Data Republic Software Agreement, unless otherwise defined herein. Reference to “the Agreement” in this Data Republic Matching Services Module is to the Data Republic Software Agreement and all applicable Modules, Terms Sheets and Approved Data Licences.

1 Grant of Licence and restrictions

- (a) Data Republic grants to you a revocable, non-exclusive, limited, non-transferable, non-sublicensable, royalty free licence to access and use Data Republic Matching Services during the Term of your Data Republic Software Agreement or as otherwise agreed.
- (b) You must ensure that any data input and output for matching is carried out in accordance with the then current User Guide, including:
 - (i) installation of the Contributor Node by you within your firewall;
 - (ii) Hashing of your relevant Personal Data in-situ; and
 - (iii) your use of Token IDs for the limited purpose of substitution for Personal Data in the Data Republic Platform.
- (b) Unless otherwise set out in your Data Republic Software Agreement, the costs (if any) associated with Data Republic Matching Services shall be agreed in writing between the parties in advance.
- (c) You must comply with all applicable Laws associated with the performance of your obligations and rights under this Module including any Privacy Laws that may apply.

2 Privacy Compliance

- (a) Participant represents and warrants that:
 - (i) the Participant Data has been legally obtained and that the provision of

Participant Data to Data Republic and its use in accordance with this Module will not violate any applicable Laws (including Privacy Laws and Competition Law) or infringe upon any Intellectual Property Right or other right of any third party, provided Data Republic manages Participant Data in accordance with the terms of the Agreement;

- (ii) it has obtained and maintains all necessary Consents from individuals in order for the Participant Data to be used in the manner contemplated under this Module;
- (iii) it has all the necessary right, title and interest in the Participant Data in order to grant the licences and otherwise perform its obligations under this Module.
- (d) Subject to the terms of the Agreement, Data Republic represents and warrants that:
 - (i) Data Republic will not use or access Participant Data other than for, and only to the extent necessary, to deliver the Data Republic Matching Services;
 - (ii) Data Republic will only use the Participant Data in accordance with this Module, including any requirements, exclusions or special conditions set out in any applicable Approved Data Licence;
 - (iii) Data Republic will comply with all applicable Laws (including Privacy Laws) in relation to its use of Participant Data; and
 - (iv) Token IDs which make use of Participant Data which has been uploaded in accordance with

the User Guide will not, taken in isolation from the Participant Data and other information available to Data Contributor, contain any Personal Data.

of or in connection with misuse of the Participant Data or Token IDs by Data Republic in breach of the terms of the Agreement or any Approved Data Licence.

3 Intellectual Property

- (a) You acknowledge and agree that all rights, title and interests (including all Intellectual Property Rights) in and to the Data Republic Matching Services will at all times remain owned by Data Republic and its licensors.
- (e) Data Republic acknowledges and agrees, that nothing in this Module is intended to transfer any right, title or interest (including Intellectual Property Rights) in any data contributed by you for Data Republic Matching Services, to Data Republic.

4 Disclaimer

The parties acknowledge and agree that, to the extent permitted by Law, Data Republic:

- (a) does not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or quality of Data Republic Matching Services;
- (b) does not represent or warrant that the Data Republic Matching Services are free from errors or omissions, or that they are exhaustive; and
- (c) disclaims all other warranties, representations or endorsements, express or implied, with regard to Data Republic Matching Services, including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

5 Indemnities

- (a) Participant shall defend, hold harmless and indemnify Data Republic and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Data Republic arising out of or in connection with Participant's use of any Token IDs in breach of the terms of the Agreement or any Approved Data Licence.
- (b) Data Republic shall defend, hold harmless and indemnify Participant and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Participant arising out

Schedule 4

Glossary

1 Definitions

The following definitions apply unless the context requires otherwise.

Agreement means the Data Republic Software Agreement and the applicable Modules and schedules, and includes the documents referred to in clause 1(a).

API means the Data Republic application program interface made available to facilitate, amongst other things, the interaction of applications (including those developed by application developers) with the Data Republic Platform, the receipt of a data feed from the Data Republic Platform and the submission of Participant Data and Other Participant Data to the Data Republic Platform.

Approved Data Licence has the meaning given in clause 4(c) of the Data Republic Software Agreement.

Background DR IP means all Intellectual Property Rights owned by or licensed to Data Republic which were brought into existence:

- a) prior to the date of this Agreement; or
- b) independently of this Agreement,

including, but not limited to, the Data Republic Platform, all documentation related to it and any algorithms developed by or on behalf of Data Republic for the purpose of creating Data Products on the Data Republic Platform.

Background Participant IP means all Intellectual Property Rights owned by Participant which were brought into existence:

- a) prior to the date of this Agreement; or
- b) outside the Data Republic Platform and independently of the Data Products.

Brand Marks means the DR Marks and/or the Participant Marks, as applicable.

Business Day means a day that is not a Saturday, Sunday, a public holiday or a bank holiday in the Territory.

Business Hours means between the hours of 9am and 5pm (AEST) on a Business Day.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Collaboration Licence means a licence which enables Participant to use the Data Republic Platform (subject to the terms of this Agreement), with Participant Data in collaboration with Other Participant Data.

Commencement Date means the date this Agreement is executed by both parties.

Competition Law means the *Competition and Consumer Act 2001* (Cth).

Confidential Information means all information which is in fact or which is reasonably regarded by a party as confidential to that party (including Participant Data and the terms of the Data Republic Software Agreement and any Module) and includes any data, code, plans, proposals or other material of any party which is related to the operation, business or financing of that party and any other information, code or data not of a published or public nature concerning or utilised by such party. Participant Data and Non-CLF Collaboration Data remains Confidential Information of Participant notwithstanding any transformation or analysis of that Participant Data or Non-CLF Collaboration Data by Data Republic or any other User on the Data Republic Platform to create Data Products and whether or not incorporated into Data Republic Databases or Data Products. Transformations and analyses of Participant Data and Non-CLF Collaboration Data may also include Confidential Information of Data Republic and Confidential Information of Other Data Contributors or other Users.

Consent means any licences, clearances, permissions, certificates, permits, authorities,

declarations, exemptions, waivers, approvals or consents.

Consequential Loss means:

- a) any loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract as the probable result of the relevant breach or act or omission; or
- b) any loss of profits, revenue or business.

Contributor Node means the technical component within the Data Republic Matching Services network that generates Token IDs, hashes Personal Information and distributes slices to matcher nodes as described in the Data Republic Matching User Guide.

Data Asset means each discrete category or collection of data submitted into the Data Republic Databases by a User, and includes any data updates, data incorporated into Data Products, and any corrections to or re-ordering, cleansing or transformation of such data.

Data Characteristics means the structural metadata and descriptive metadata of each Data Asset, including:

- a) the volume of data to be made available, including but not limited to byte size, number of records, number of fields, number of data sets or number of documents;
- b) the data type of each data field;
- c) the completeness of each data field;
- d) the age of the data to be made available;
- e) the Update Frequency of data to be made available; and
- f) the contextual description of a specific data set.

Data Contributor means an entity or person from which Data Republic collects data for the purpose of creating and making available Data Products on the Data Republic Platform and which has entered

into the Data Contributor Module of the Data Republic Software Agreement.

Data Contributor Module means the module titled the same.

Data Developer means entities or persons who are permitted to develop and create Data Products and related applications (including but not limited to data feeds, ETL scripts and applications) on the Data Republic Platform, pursuant to the terms of the Data Developer Module.

Data Contributor Module means the module titled the same.

Data Licence means a form in the template set out on the Data Republic Platform, and including all information required to be included in such template.

Data Product means any combinations, compilations, integrations, models or analyses of data created or derived on the Data Republic Platform from, or using, Participant Data and/or other data contained in the Data Republic Databases in accordance with the Data Product Policy and each applicable Term Sheet or Approved Data Licence. Data Products include, but are not limited to:

- a) reports;
- b) segmentations, where de-identified Individuals are allocated to discrete groups sharing common characteristics;
- c) propensities, where de-identified Individuals or groups of de-identified Individuals are scored on a likelihood of having certain characteristics;
- d) aggregations, where sums, counts or other scores of particular characteristics are created on a non-Individual level; and
- e) data feeds, applications and ETL applications.

Data Product Development Environment means the environment to which Data Developer will be granted access in order to create a Data Product.

Data Product Policy means the document available on the Data Republic Website that sets out the mandatory and minimum requirements for

Data Products and may be amended by Data Republic from time to time.

Data Recipient means entities or persons who receive Data Products through the Data Republic Platform pursuant to the terms and conditions outlined in the Data Recipient Module and any applicable Approved Data Licence.

Data Recipient Module means the module titled the same.

Data Republic Common Legal Framework means the common legal framework for Data Republic managed data collaboration, as set out in and comprising the Data Recipient Module, the Data Contributor Module and the Data Developer Module, and as available on the Data Republic Website.

Data Republic Databases means the databases or data storage environments created and maintained by or on behalf of Data Republic and/or any of its Related Bodies Corporate for the purposes of holding and analysing Participant Data and Other Participant Data and creating and providing to Users the Data Products.

Data Republic Extraction Services means the data extraction services to be performed by Data Republic to confirm that a Data Product meets the expectations set out in an applicable Approved Data Licence before it is allowed out of the Data Republic Platform, as particularised in a Term Sheet and/or an Approved Data Licence and subject to the terms of this Agreement.

Data Republic Matching Services has the meaning given in the Data Republic Matching Services Module.

Data Republic Matching Services Module means the module titled the same.

Data Republic Software Agreement means the agreement between Data Republic and pursuant to which Data Republic grants to Participant the right to access and use the Data Republic Platform.

Data Republic Matching User Guide means the document titled the same, and available on the Data Republic Website.

Data Republic Platform means the system and application stack upon and within which the Data Republic Databases and Projects are hosted and the Data Republic environment which is made available to Participants to contribute, receive and develop Data Assets and/or Data Products according to the legal framework set out in the Data Republic Common Legal Framework and/or in accordance with a Non-CLF Collaboration.

Data Republic Website means the website available at <https://www.datarepublic.com>.

Data Security Protocols means the protocols which set out the data security standards and processes to be employed by Data Republic, as set out on the Data Republic Website, and may be amended by Data Republic from time to time.

Delivery Mechanism means the mechanism for transfer of:

- a) the Participant Data by Participant; or
- b) in the case of a Non-CLF Collaboration, Non-CLF Collaboration Data by a Participant or Non-CLF User,

to Data Republic:

Derivative Materials means materials derived or created by or on behalf of Participant or its Personnel in accordance with the terms of this Agreement, and any Approved Data Licence, which are based on, or created or derived from, Data Products separately from, and independently of, the Data Republic Platform, but do not include the underlying Data Products themselves.

Dispute means a dispute between the parties arising out of or in connection with this Agreement.

DR Marks means the brands, trademarks, logos or names of Data Republic.

Effective Date has the meaning given in the applicable Term Sheet.

EULA means an end user licence agreement between a third party and a Participant which contains the terms and conditions that govern a third party's use of, and right to receive, Data Products from the relevant Participant.

Fees and Expenses means any fees, payments, expenses or costs set out in the applicable Term Sheet and/or Approved Data Licence.

Force Majeure Event means any circumstance or event that has, or is likely to have, a material adverse effect on the availability of the Data Republic Platform, or any circumstance or event which by the exercise of reasonable effort the affected party is unable to control, including:

- (a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) strikes or other industrial action outside of the control of either party; and
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, pandemic or epidemic,

but excludes any act or omission of a subcontractor or any Personnel of that party (except where that act or omission was itself caused by a Force Majeure Event).

Glossary means the definitions and rules of interpretation in this Schedule.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, and any self-regulatory organisation established under statute or a stock exchange.

Project(s) means a governed, monitored and access controlled environment within the Data Republic Platform in which data collaboration and exploration can take place.

Guest Agreement means the terms and conditions which apply to all User(s) which use the Data Republic Platform under the Participant's direction, in the form set out at www.datapublic.com/legal.

Hashed means, in respect of Participant Data or Other Participant Data, data transformed in a manner that ensures that the risk of identification of an individual from that data is remote, through a process which employs salting or other robust and reliable de-identification techniques and a

secure hash key management process to generate a string:

- (a) which enables that string to be associated with a unique transactor but does not enable any human intelligible information to be available that might reasonably assist or facilitate re-identification of the Individual concerned; and
- (b) when Data Republic associates that string with a unique transactor, facilitates allocation of a Token ID to that sub-string that relates to the unique transactor,

and **Hashed Input Data** and **Hash** and **Hashing** will have similar meanings.

Individual means an individual to whom Personal Information or de-identified data (as the case may be) relates.

Initial Term means the period specified in an applicable Term Sheet.

Innovation Licence means a licence which enables Participant to use the Data Republic Platform (subject to the terms of this Agreement), using Participant Data but without the ability of the Participant to collaborate with Other Participant Data.

Insolvency Event means where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;

- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) confidential information, trade secrets, technical data and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trademarks;
 - (vi) circuit layout designs, topography rights; and
 - (vii) rights in databases;
- (b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (c) any licence or other right to use a domain name;
- (d) any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (e) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations,

proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Licence Fees means the licence Fees payable by Participant to Data Republic, as stipulated in an applicable Term Sheet.

Licence Type means the type of Data Republic Platform licence granted to Participant under this Agreement (as particularised in a Term Sheet), and which may include a Collaboration Licence and/or an Innovation Licence.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Matching means:

- (a) other Data Contributors and/or Users can use Data Products developed from Tokenised Participant Data that is fully matched against the Tokenised data received by Data Republic from other Data Contributors by using Data Republic Matching Services; and
- (b) insights can be gained in the Data Products about the same Individual who appears in each of the relevant datasets submitted by Data Contributors,

and **Matched** has the corresponding meaning.

Module means any of the Data Republic Software Agreement Modules and/or the Data Republic Matching Services Module, as applicable.

Non-CLF User(s) means a third party that is not the Participant but may or may not be an Other Participant, which may be invited by the Participant to access and use the Participant's Project for data collaboration and exploration pursuant to a Non-CLF Collaboration.

Non-CLF Collaboration means data collaborations which are governed by a legal framework other than the Common Legal Framework, in accordance with this Agreement.

Non-CLF Collaboration Data means the Data Assets and any Non-CLF Collaboration Data

Updates submitted by Participant or a Non-CLF User for use solely in the Participant's Project, in accordance with this Agreement and as more particularly described in the applicable Approved Data Licence.

Non-CLF Collaboration Data Updates means additional Non-CLF Collaboration Data or changes to the Non-CLF Collaboration Data, following the initial provision to Data Republic of the first tranche of Non-CLF Collaboration Data.

Non-Matching means that other Data Contributors and/or Users cannot use the Data Republic Matching Services to match Data Products developed from Tokenised Participant Data against the Tokenised data received by Data Republic from other Data Contributors, and **Non-Matched** has the corresponding meaning.

Non-Tokenised means Participant Data or data from other Data Contributors (as the case may be) that is not Tokenised.

Other Participant means an individual or entity participant on the Data Republic Platform (other than the Participant), such individual or entity having entered into a Data Republic Software Agreement with Data Republic.

Other Participant Data means Data Assets submitted into the Data Republic Databases by an Other Participant.

Participant means the entity entering into this Agreement, details of which are provided in the party details of this Agreement.

Participant Algorithms means algorithms developed by Participant (whether on the Data Republic Platform or otherwise) for the purpose of combining, compiling, integrating, modelling or otherwise analysing certain Participant Data, or particular elements of Participant Data, in order to create particular Data Products on the Data Republic Platform.

Participant Data means the Data Assets submitted by Participant into the Data Republic Databases.

Participant Data Updates means additional Participant Data or changes to the Participant

Data, following the initial provision to Data Republic of the first tranche of Participant Data.

Participant Marks means the brands, trademarks, logos or names of Participant.

Permitted Purpose has the meaning given in each applicable Module(s) or, if applicable, an Approved Data Licence.

Permitted Sublicensees means the parties set out and identified as such in an applicable an Approved Data Licence.

Personal Information means "personal information" as defined in the Privacy Act and any other information relating to Individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.

Personnel means in respect of a person any employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any sub-contractors.

Policy means any and all Data Republic policies located on the Data Republic Website, as amended or updated by Data Republic from time to time.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means:

- (a) the Privacy Act;
- (b) the *Spam Act 2003* (Cth);
- (c) to the extent applicable to any other User, Part 13 of the *Telecommunications Act 1997* (Cth);
- (d) to the extent applicable, any legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and
- (e) any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c),
as amended from time to time.

Regulatory Event means:

- (a) an amendment, repeal or change in Law, the enactment of a new Law, or a change in the interpretation or application of a Law (including Privacy Laws); or
- (b) a direction or order of a Government Agency which is binding on Data Republic or Participant or any direction or notice to Data Republic or Participant from a Government Agency, including the Australian Privacy Commissioner, that any provision or use of Participant Data or Other Participant Data in the Government Agency's opinion is or is reasonably likely to be contrary to Law.

Related Body Corporate has the same meaning as given in the *Corporations Act 2001 (Cth)*.

Renewal Term has the meaning given in the applicable Term Sheet.

Reporting Obligations has the meaning given in the applicable Term Sheet.

Request Date has the meaning given in the applicable Data Licence.

Secure Data Deletion means, to the extent that Data Republic is able within its system environment, take steps as directed by Participant to ensure accurate deletion of any Participant Data from the Data Republic Databases and, to the extent Data Republic is not able to comply with Participant's directions, otherwise securely and accurately delete any Participant Data such that it cannot be recovered from the Data Republic Databases.

Service Provider means third parties or any goods or services provided by third parties, including suppliers, transportation or logistics providers or other subcontractors which the performance of the Data Republic Platform may be contingent on, or impacted by.

Support Services means the services specified in the Schedule so titled to the Data Republic Software Agreement.

Term means:

- (f) in relation to the Data Republic Software Agreement, the period described in the Data

Republic Software Agreement Term Sheet; and

- (g) in relation to any Module, the period described in such Module Term Sheet if applicable.

Term of Data Use means the term for the use of a Data Product agreed in an Approved Data Licence.

Term Sheet means a term sheet in the form of the template provided in the Data Republic Software Agreement.

Territory means Australia.

Token ID means unique character strings generated and provided to Participant (where Participant is a Data Contributor) and each other Data Contributor in respect of Individuals whose Personal Information is submitted to a Contributor Node, and whose de-identified data is then submitted to Data Republic as part of the Participant Data and Other Participant Data. A different Token ID is provided to each of Participant and each Other Data Contributor in respect of the same Individual.

Tokenised means that Participant Data, Other Participant Data or a Data Product (as the case may be) contain Token IDs, and **Tokenise** has a corresponding meaning.

Update Frequency means the frequency with which Participant Data will be updated by a Data Contributor.

User means an individual or entity using or participating on the Data Republic Platform, and may include:

- (a) Data Contributors and other Data Contributors;
- (h) Data Recipients; and
- (i) Data Developers.

2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, Schedule or Annexure is a reference to a clause of, or Schedule or Annexure to, this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (h) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (k) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (l) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (m) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (n) A reference to dollars and \$ is to the currency of the Territory.
- (o) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (p) A month means a calendar month.
- (q) A reference to year is a reference to each successive period of 12 months, commencing on the Effective Date.