

FRAMEWORK AGREEMENT TERMS

1. Purpose

The purpose of this Framework Agreement is to establish a framework under which Yurika Metering (**Yurika**) may from time to time perform services for the Customer by agreeing the terms and conditions for the provision of those services in a Service Agreement governed by this Framework Agreement.

2. Term of this Framework Agreement

This Framework Agreement commences on the Commencement Date and will continue until terminated in accordance with the terms of this Framework Agreement, or by mutual agreement in writing of Yurika and the Customer.

3. Services and formation of Service Agreements

- (a) **Service Agreement** - At any time on or from the Commencement Date, the Customer and Yurika may enter into a Service Agreement.
- (b) **Documents forming each Service Agreement** - Each Service Agreement will comprise (subject to clause 3(c)):
 - (i) the Agreement Schedule under which the Customer has applied for the relevant Service;
 - (ii) the Service Schedule; and
 - (iii) the Framework Agreement Terms.
- (c) **Incorporation of Framework Agreement Terms** – the Framework Agreement Terms incorporated in the Service Agreement under clause 3(b) will form part of the Service Agreement:
 - (i) as if references in this document to “this agreement” were references to the Service Agreement;
 - (ii) except to the extent that the Framework Agreement Terms are modified or excluded by or in the Service Agreement.
- (d) **Inconsistency** - If there is any ambiguity or inconsistency between the documents comprising the Service Agreement, the documents will rank in the order of precedence listed in clause 3(b).
- (e) **Term of Service Agreement** – the Service Agreement Term is the term of the agreement as specified for the relevant Service in the applicable Service Schedule and Agreement Schedule.

4. Dispute Resolution

- (a) Neither party may commence court proceedings or action against the other party under or in connection with this agreement (other than where

urgent interlocutory relief is required) unless it has first attempted to resolve the dispute under this clause 4(a).

- (b) Either party may give the other a notice in writing (dispute notice) setting out the details of the dispute. Within 5 Business Days after the date on which a party gives the other party a dispute notice (dispute notice date), representatives of the parties must meet and use reasonable endeavours to resolve the dispute.
- (c) If the dispute is not resolved under clause 4(b), senior management representatives of the parties must, within 10 Business Days after the dispute notice date, meet and use reasonable endeavours to resolve the dispute.
- (d) If the dispute is not resolved under clause 4(c), the dispute must be referred to each party’s chief executive or equivalent position (or their nominee) for resolution.
- (e) If the dispute is not resolved under clause 4(d) within 30 Business Days after the dispute notice date (or such other time as agreed between the parties), the dispute must be referred to mediation according to clause 4(f).
- (f) Where the dispute is referred to mediation, the parties:
 - (i) will conduct the mediation in Brisbane;
 - (ii) will jointly appoint the mediator, or if the parties cannot agree on the mediator within 5 Business Days of referral to mediation, the Chairperson of the Queensland Chapter of the Resolution Institute will determine the mediator;
 - (iii) may be legally represented at the mediation;
 - (iv) will each bear their own costs concerning the mediation and will bear the costs of the mediation venue and the mediator equally; and
 - (v) will continue to perform their obligations under this agreement notwithstanding the existence of a dispute to the extent practicable having regard to the nature of the dispute, unless the parties agree otherwise in writing.
- (g) If the mediation does not resolve the dispute, either party may commence any other form of action to resolve the dispute, including court proceedings.

5. Intellectual Property

- (a) **Yurika Material** – All Intellectual Property Rights in the Yurika Material:
 - (i) created before the start of the Service Agreement Term for the relevant Service Agreement – remain the property of Yurika (or its licensor); and
 - (ii) created after the start of the Service Agreement Term for the relevant Service Agreement – vest on creation in Yurika.
- (b) Nothing in this document assigns any Intellectual Property Rights in Yurika Material to the Customer.
- (c) Yurika grants to the Customer a non-exclusive, royalty-free, non-transferable personal licence to use the Yurika Material during the Term and for the Permitted Purposes in accordance with this agreement.
- (d) The Customer must not:
 - (i) sell, lease, transfer, assign, license or sub-license or otherwise part with possession of the Yurika Material, or any part of the Yurika Material, except as expressly permitted in this agreement;
 - (ii) create or allow to be created or subsist any lien, charge, mortgage or encumbrance over Yurika Material or any part of the Yurika Material;
 - (iii) attempt to disassemble, decompile or otherwise reverse engineer any software comprised in the Yurika Material, except as permitted by the *Copyright Act 1968* (Cth);
 - (iv) alter, customise, modify or create derivative works of any software comprised in the Yurika Material; or
 - (v) remove, obscure or alter any copyright, trade mark, logo or other proprietary notice, or falsify or delete any author attributions, legal notices or other labels appearing on or in any software or documents comprised in the Yurika Material.
- (e) **Ownership of Data** - Nothing in this agreement affects the ownership of the Data, for which all Intellectual Property Rights (including copyright) remain with Yurika (or its licensor).

6. Confidentiality

- (a) **Retain all property rights** - The Discloser retains all property rights in its Confidential Information.
- (b) **Disclosure of Confidential Information** - The

Recipient may only disclose Confidential Information (to the extent reasonably necessary):

- (i) where expressly permitted by this agreement;
- (ii) to its legal advisers in relation to its rights and obligations under this agreement;
- (iii) in the case of Yurika, to the Energy Queensland Group and the shareholding Minister(s) of Energy Queensland Limited or their Representatives;
- (iv) to its Representatives:
 - (A) for the sole purpose of assisting the Recipient to meet its obligations under this agreement and to effect the transactions contemplated by this agreement on a need-to know-basis only; and
 - (B) upon the Representative undertaking to keep strictly confidential any information disclosed;
- (v) where such disclosure is:
 - (A) required by law;
 - (B) required by the rules of any stock exchange where the Recipient's securities are listed or quoted; or
 - (C) with the written consent of the Discloser.
- (c) **Confidentiality obligations** - The Recipient must:
 - (i) take reasonable steps to enforce the confidentiality obligations imposed by this agreement; and
 - (ii) co-operate and provide the Discloser with all reasonable assistance in any action which the Discloser may take to protect the confidentiality of the Confidential Information.
- (d) **Unauthorised disclosure** - Where the Recipient becomes aware of any actual, suspected or threatened unauthorised disclosure or use of the Confidential Information it will promptly notify the Discloser.
- (e) **Survival** - The Recipient's obligations of confidentiality under this clause 6 with respect to the Confidential Information survive termination, and bind the Recipient until the relevant Confidential Information:
 - (i) has become part of the public domain other

than as a result of a breach of this agreement or breach of some other confidentiality obligation to a third party; or

- (ii) is rightfully received by the other party from a third person (except where that party knew or should be reasonably have known that the information was confidential or was obtained in breach of an obligation of confidentiality).
- (f) **Use of Confidential Information** – Except as otherwise provided by this agreement, the Recipient will not use Confidential Information of the Discloser for any purpose which may cause the Discloser loss, whether by way of damage to the Discloser's reputation, financial loss, or otherwise.
- (g) **Specific disclosure** - Each party may disclose publicly the identity of the other party and the general nature of Services provided by Yurika to the Customer.
- (h) **Announcements, public statements** - No announcement, public statement or press release in relation to this agreement or the subject matter of this agreement may be made by either party without the prior written consent of the other party (which consent may not be unreasonably withheld).

7. Privacy

- (a) Privacy obligations - Each party will:
 - (i) deal with Personal Information it receives in connection with this agreement in accordance with the Privacy Laws;
 - (ii) take reasonable steps to ensure that such Personal Information held by it is protected from misuse, interference and loss, and from unauthorised access, modification or disclosure;
- (b) ensure that only authorised personnel have access to such Personal Information and that personnel will only be authorised for access on a "need to know basis";
- (c) use such Personal Information only for the purposes contemplated by this agreement;
- (d) not disclose such Personal Information for sale or profit or any other benefit;
- (e) comply with its own privacy policy and reasonably assist the other party to comply with its obligations under the Privacy Laws;
- (f) immediately notify the other party if the first party becomes aware of a breach or possible breach of its obligations in relation to Personal Information

under this agreement and immediately:

- (i) take such steps as the other party requires to resolve or otherwise deal with the breach or possible breach; and
- (ii) follow any reasonable direction from the other party in relation to the breach or alleged breach.

8. Liability dealt with under Service Agreement

The parties acknowledge that issues of liability are dealt with under the Service Agreement. If the Customer is entitled to bring a claim the Customer may bring the claim as against Yurika under the Service Agreement. No party will be liable to any other party, whether in contract, tort (including negligence) or otherwise in connection with this Framework Agreement, except to the extent that the Framework Agreement Terms form part of a relevant Service Agreement.

9. Force majeure

- (a) **Inability to perform** - If a party is unable to perform an obligation (other than an obligation to pay money) under this agreement (**First Party**) by reason of Force Majeure, that obligation is suspended for the duration of the Force Majeure, provided that the First Party:
 - (i) gives the other party (**Affected Party**) prompt notice of the details of the Force Majeure and an estimate of the extent and duration of its inability to perform; and
 - (ii) takes all reasonable steps to remove that Force Majeure as quickly as possible.
- (b) **Receipt of notice** - Within 5 Business Days after receipt of a notice given under clause 9(a), the parties must meet to discuss in good faith a mutually satisfactory resolution to the Force Majeure suspension.
- (c) **All possible diligence** - The requirement that the First Party take all reasonable steps to remove a Force Majeure does not require the settlement of labour disputes or other claims on terms which, in the reasonable opinion of the First Party, are unreasonable. If the labour dispute or other claim principally concerns any matter the subject of this agreement, the First Party must advise the Affected Party.
- (d) **Termination** - If a delay or failure by a party to perform its obligations under this agreement due to Force Majeure exceeds 60 days, either party may immediately terminate this agreement on providing notice in writing to the other party.

10. GST

- (a) Terms used in this clause 10 have the same meaning as the meaning given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition Acts.
- (b) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member of the group is entitled.
- (c) All amounts stated in this agreement are GST exclusive unless otherwise indicated.
- (d) The amount of any GST payable under this agreement is to be calculated as follows:
 - (i) a recipient of any taxable supply under or in connection with this deed must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply; and
 - (ii) the recipient of any taxable supply must make that payment to the supplier as and when the consideration or part of it is provided, except that the recipient need not pay any amount referable to GST unless the recipient has received a valid tax invoice (or an adjustment note) for that taxable supply.
- (e) If this agreement requires a party to reimburse or indemnify the other party for any expense, loss or outgoings (**Reimbursable Expense**), the amount required to be paid by the first party will be the sum of:
 - (i) the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense; and
 - (ii) if the other party's recovery of the Reimbursable Expense from the first party is a taxable supply, any GST payable in respect of that supply.
- (f) Recovery of any amount in respect of GST by the supplier under this agreement is subject to the prior receipt by the recipient of a tax invoice or adjustment note as appropriate.
- (g) If at any time an adjustment event arises in respect of any taxable supply made by a party under this agreement, the supplier must issue an adjustment note and if the amount payable as a result of the

adjustment is different, a corresponding adjustment must be made between the parties in respect of any amount paid to that party by the other party in respect of GST and payments to give effect to that adjustment must be made.

11. Warranties

- (a) **Mutual warranties** - Each party represents and warrants to the other party that:
 - (i) it has the corporate power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement;
 - (ii) it has taken all necessary corporate action to authorise the entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
 - (iii) this agreement is its valid and binding obligation; and
 - (iv) neither the execution and performance by it of this agreement, nor any transaction contemplated under this agreement, will violate in any respect any provision of:
 - (A) its constituent documents; or
 - (B) any other document, agreement or other arrangement binding upon it or its assets.
- (b) **Customer's additional warranties** - The Customer represents and warrants to Yurika that:
 - (i) it has made its own enquiries and has informed itself of Yurika's requirements in relation to this Framework Agreement and all Service Agreements; and
 - (ii) it has not entered into this Framework Agreement or any Service Agreement in reliance on any representation, warranty or statement made by Yurika or any person on Yurika's behalf.

12. Termination

- (a) Yurika or the Customer may terminate this Framework Agreement at their absolute discretion by giving the other party or parties at least 30 days' written notice.
- (b) Termination of this Framework Agreement does not affect any Service Agreement, which will continue according to its terms.
- (c) Termination of this Framework Agreement for any reason does not give rise to any right to claim costs or any other compensation.

- (d) Termination of a Service Agreement does not affect this Framework Agreement or any other Service Agreement, each of which will continue according to their terms.

13. Modern slavery

- (a) In performing its obligations in connection with this agreement, Yurika and its employees will:
 - (i) comply with Modern Slavery Laws;
 - (ii) must use reasonable efforts to ensure its Representatives other than its employees comply with Modern Slavery Laws; and
 - (iii) take reasonable steps to ensure that there is no Modern Slavery in Yurika's, or its Representatives', supply chains or in any part of their businesses.

14. Anti-bribery and corruption

In performing its obligations in connection with this agreement, Yurika and its employees will, and will use reasonable efforts to ensure that each of its Representatives (other than its employees) comply and continue to comply with all relevant laws in relation to anti-bribery, anti-corruption, money laundering, fraud or similar activities, including but not limited to the *Criminal Code Act 1995* (Cth), during the term of the Agreement.

15. Compliance with and change in Law

- (a) Each party must comply with all Laws relevant to the performance of its obligations under this agreement.
- (b) If there is a change to any applicable Law which results in Yurika being unable to perform all or any of its obligations under this agreement or being in breach of that Laws, Yurika may serve a written notice on the Customer varying the terms of this agreement to the extent necessary to address such changes.

16. General

- (a) **Status of Customer** - The Customer is not a partner or agent of Yurika and does not have the power or authority, directly or indirectly or through its servants or agents, to bind Yurika to any person except as provided by this agreement.
- (b) **Further assurances** - Each party must sign all documentation and do all such things as is reasonably necessary to give full effect to this agreement.
- (c) **Costs** - Each party must pay its own costs in respect of this agreement and the documents and transactions contemplated by this agreement.
- (d) **Assignment**

- (i) Subject to clause 16(d)(ii), a party must not assign, transfer or novate any of its rights or obligations under this agreement without the other party's prior written consent (which must not be unreasonably withheld).

- (ii) Yurika may assign, transfer or novate any of its rights or obligations under this agreement to a member of the Energy Queensland Group without the Customer's consent.

- (iii) A Change in Control of the Customer is taken to be a proposed assignment of the rights under this document and clause 16(d) applies.

- (e) **Subcontract** –Yurika may subcontract with any number of third parties to undertake the whole or any part of the Services. Yurika will be responsible and liable to the Customer for all acts and omissions of such third parties as if they were its own acts and omissions.

- (f) **Invoice-paying Entity** – If an Invoice-paying Entity is specified in the Agreement Schedule, Yurika will send any invoices issued to the Customer under each and every Service Agreement to the Invoice-paying Entity who will arrange payment of the invoices on behalf of the Customer. The Customer will be responsible and liable to Yurika for any failure by the Invoice-paying Entity to arrange payment of the invoices.

- (g) **Indemnities** - The indemnities in this agreement are:

- (i) continuing, separate and independent obligations of the parties from their other obligations and survive the termination of this agreement; and

- (ii) absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

- (h) **Survival** - Any obligations or rights which are expressed to, or by their nature, survive expiry or termination of this agreement will survive termination or expiration of this agreement.

- (i) **Waiver and exercise of rights** - A waiver by a party of a provision of or of a right under this agreement, is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver. A waiver is effective only in the specific instance and for the specific purpose for which it is given. A

single or partial exercise of a right by a party does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

- (j) **Amendment** - This agreement may be amended only by a document signed by all parties.
- (k) **Counterparts** - This agreement may be signed in counterparts and all counterparts taken together constitute one document.
- (l) **Rights cumulative** - The rights, remedies and powers of the parties under this agreement are cumulative and do not exclude any other rights, remedies or powers.
- (m) **Consents and approvals** - A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion, unless this agreement expressly provides otherwise.
- (n) **Severability** - If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement otherwise has full force and effect. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- (o) **Entire agreement** - This agreement including its schedules and attachments constitutes the entire agreement of the parties about its subject matter and any previous agreements, understandings, negotiations and representations on that subject matter cease to have any effect.
- (p) **Jurisdiction** - This agreement is governed by the laws from time to time in force in Queensland and the parties unconditionally submit to the non-exclusive jurisdiction of the courts in that state for determining any dispute concerning this agreement.

17. Notices

- (a) **General** - A notice, demand, certification, process or other communication relating to this agreement must be in writing in English and may be given by an agent of the sender.
- (b) **How to give a communication** - A communication may be given by being:
 - (i) personally delivered;
 - (ii) left at the party's current address for notices;
 - (iii) sent to the party's current address for

notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or

- (iv) sent by email to the party's current email address for notices.
- (c) **Particulars for delivery of notices** - The particulars for delivery of notices are as set out in the Agreement Schedule. Each party may change its particulars for delivery of notices by notice to each other party.
- (d) **Communications by post** - Subject to clause 17(f), a communication is given if posted:
 - (i) within Australia to an Australian address, five Business Days after posting; or
 - (ii) in any other case, 10 Business Days after posting.
- (e) **Communications by email** - Subject to clause 17(f), a communication is given if sent by email, when the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email), whichever happens first.
- (f) **After hours communications** - If a communication is given:
 - (i) after 5.00 pm in the place of receipt; or
 - (ii) on a day which is not a Business Day in the place of receipt,
 it is taken as having been given on the next Business Day.
- (g) **Process service** - Any process or other document relating to litigation, administrative or arbitral proceedings relating to this agreement may be served by any method contemplated by this clause 17 or in accordance with any applicable law.

18. Contacts

The particulars for the Customer Contact and the Yurika Contact are as set out in the Agreement Schedule. Each party may change its own particulars by notice to each other party.

19. Electronic signing

Each Party consents to this agreement being electronically signed by the other, either by:

- (a) inserting an electronic visual representation of the signatory's manual signature (either directly or by scanned image); or
- (b) a recognised document signing mechanism (such as DocuSign® or an Adobe signing mechanism),

and, where this is done, this agreement will be taken to have been signed by both parties when each party receives a copy of it so signed by the other party. Where applicable, the parties also agree to electronic signing under section 127(1) of the *Corporations Act 2001* (Cth) and that a party will be entitled to make the same assumptions about the signing entity under Part 2B.2 of that Act as they would have been entitled to make had electronic signing not been used.

20. Definitions

In this agreement, except where the context otherwise requires, words have the meanings given in the Dictionary in the Schedule.

21. Rules for interpreting this agreement

Unless expressed to the contrary, in this agreement:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) “including” means “including without limitation”;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) headings do not affect the interpretation of this document;
- (f) a reference to:
 - (iv) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
 - (v) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (vi) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

- (viii) a right includes a benefit, remedy, discretion or power;
- (ix) time is to local time in Brisbane;
- (x) “\$” or “dollars” is a reference to Australian currency;
- (xi) this agreement or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (xii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax and email transmissions;
- (xiii) this agreement includes all schedules and annexures to it, and includes all relevant Service Agreements unless the context otherwise requires; and
- (xiv) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

Schedule – Dictionary

Words and terms used in the Framework Agreement and Service Schedules have the meanings set out below, except where the context otherwise requires. Clause references are to the Framework Agreement. A definition included in a Service Schedule will override a definition in this Dictionary for that Service Schedule, to the extent of any inconsistency.

Agreement Schedule means the order form under which the Customer applies for a Service or Services under the terms of this agreement and applicable Service Schedule, as agreed to and executed by the Customer and Yurika.

Authority means an authority competent at law to exercise jurisdiction over the Customer and/or Yurika concerning the activity or thing about which reference to the authority is made, including any Federal, State, local or municipal government or semi-governmental body, administrative or judicial body, tribunal, department, commission, public authority, agency, Minister, statutory corporation or municipal authority or regulatory authority.

Business Day means a day other than a Saturday, Sunday or public or bank holiday, in Brisbane, Queensland.

Business Hours means 9.00 am to 5.00 pm in Brisbane, Queensland.

Change in Control means a change in the identity of a person who as at the Commencement Date is able to Control an entity (including a corporation defined in the Corporations Act).

Commencement Date means the date on which the last party signs the Agreement Schedule.

Confidential Information of a party means all information of a confidential nature relating to that party, including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this agreement or comes to the knowledge or into the possession of the other party in connection with this agreement including the identity, details and service information of a customer of the Discloser.

Consequential Loss means consequential, special, indirect liability, loss, damage, cost or expense, direct or indirect loss of profit, direct or indirect loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue or profits, economic loss of any kind and loss of goodwill.

Control of an entity includes the definition of Control in section 50AA of the Corporations Act and in the case of a corporation includes the power (whether legally enforceable or not) to control, directly or indirectly, the composition of the board of directors of that corporation, the voting rights of the majority of the voting shares of the corporation, or the management of the affairs of the corporation.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer means the party identified as the Customer in the Agreement Schedule.

Customer Contact means the person identified and whose contact details are noted in the relevant Agreement Schedule.

Data means the data that Yurika has access to and which Yurika uses to provide the Service.

Dictionary means this Schedule.

Discloser means a party that discloses its Confidential Information to the other party.

Energy Queensland Group means Energy Queensland Limited and its Related Bodies Corporate and any body corporate, person or entity in which Energy Queensland Limited or one of its Related Bodies Corporate has an interest.

Force Majeure means any circumstance beyond the reasonable direct or indirect control and without the fault

or negligence of the party claiming Force Majeure, including but not limited to any:

- (a) act of god, act of war or terrorism, cyclone, fire, flood, explosion, storm or earthquake;
- (b) any law, rule, regulation or order of any government or Authority; and
- (c) any act or omission of a third party that affects the provision of a Service, including a failure to provide goods or services or access to premises.

Framework Agreement means the document to which this Dictionary is a schedule and does not include any Service Agreement or other agreement that may incorporate that document.

Framework Agreement Terms means the terms of the Framework Agreement, except for clauses 1, 2 and 12.

Intellectual Property Rights means any and all present and future intellectual and industrial property rights anywhere in the world including rights in respect of or in connection with any related confidential information, trade secrets, knowhow or any right to have information kept confidential, copyright (including future copyright and rights in the nature of or analogous to copyright including any database rights), inventions (including patents), trade marks, service marks and other related marks, designs, business names, domain names and company names, semiconductor rights, eligible layouts and circuit layouts and software, software programs and source code, whether or not existing at the date of this agreement and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Invoice-paying Entity means the person nominated by the Customer and specified in the Agreement Schedule or as advised to Yurika by the Customer from time to time to arrange payment of invoices issued by Yurika for payment by the Customer under Service Agreements.

Law includes:

- (a) any law (including the common law, equity and criminal law), directive, statute, by-law, regulation, rule, order, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or Territory of Australia or of any local government; and
- (b) a legally binding requirement, notice, order or direction received from or given by any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Loss means any damage (whether foreseeable or not), loss, cost or expense (including legal fees on a full indemnity basis) and which may arise directly or indirectly.

Material means material in whatever form including documents, reports, products, equipment, information, data and software.

Modern Slavery has the meaning given to that term under the *Modern Slavery Act 2018* (Cth).

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth) and any statute, ordinance, code or other law including regulations under them and any legally binding code of practice, membership rules or standards issued by relevant regulators, relating to Modern Slavery or similar matters and is applicable in the jurisdiction in which the Customer or Yurika is registered or conducts business or in which activities relevant to this agreement are to be performed.

Parent Company means, in relation to a party, the holding company of such party, as that term is defined in the Corporations Act.

Permitted Purpose has the meaning given in the applicable Service Schedule for a Service, or, if not defined in the Service Schedule, means the purpose of enabling the Customer to exercise its rights and perform its obligations under this agreement.

Personal Information has the meaning given to that term by the *Privacy Act 1988* (Cth).

Personnel means, in respect of a party, the officers, employees, contractors (including subcontractors) and agents of that party.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable Australian Law relating to Personal Information.

Recipient means a party that receives or obtains Confidential Information of the other party.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Representative means a director, officer, employee, adviser (financial or legal) or agent.

Service means a Service provided by Yurika to the Customer and as defined under a Service Agreement.

Service Agreement means an agreement as described in clause 3.

Service Agreement Term has the meaning given in clause 3(e).

Service Schedule means the schedule of terms applicable to the relevant Service for which the Customer has applied.

Software means all software used by or on behalf of Yurika to deliver the features and functionality of the Service, including any update, upgrade or new release relating to that software. For the avoidance of doubt, "Software" includes all application software for the Service and all system and server software used to provide the Service.

Yurika Material means the Data, Service, Software, and all software, tools, documentation, reports, diagrams, data procedures, plans and other materials, irrespective of media or form, used or created by Yurika in performing the Service.

Yurika Metering or **Yurika** means Metering Dynamics Pty Ltd ABN 58 087 082 764 trading as Yurika Metering.

Yurika Contact means the person identified and whose contact details are noted in the Agreement Schedule.