

## GENERAL TERMS

### 1. Term

- 1.1. This Agreement commences on the Effective Date and continues until the End Date ("Term") unless extended or earlier terminated in accordance with this Agreement.
- 1.2. This Agreement expires at the End Date without requirement for notice or other formality, unless the parties agree to extend the Term by written agreement to that effect.

### 2. Grant of Rights

- 2.1. During the Term, Marketplacer grants to the Partner a non-exclusive, non-transferable and revocable right to:
  - (a) provide the Partner Services; and
  - (b) if applicable, access a Sandbox for the purpose of:
    - 2.1.b.1. internal demonstration, evaluation, training and/or education of Partner's technical or sales personnel for the purpose of the Partner performing the Partner Services under this Agreement; and
    - 2.1.b.2. demonstrating the Platform to prospective and existing customers of Marketplacer,
- 2.2. Provision of the Partner Services in accordance with clause 2.1(a) is restricted to the Territory (if a Territory is designated in the Key Terms).
- 2.3. The Partner is permitted to sub-license its rights under clause 2.1 to its Affiliates as required to enable the Affiliates to carry out the limited purposes described in this Agreement, subject at all times to the guarantee provided in clause 16.
- 2.4. Marketplacer may revoke the grant of rights in this clause 2 at any time by giving Partner written notice (including by email).
- 2.5. In relation to a Sandbox or any other Marketplacer systems, networks, data or software ("Marketplacer Environment") to

which the Partner has access during the Term, the Partner must not, directly or indirectly:

- (a) reverse-engineer, decompile, translate or disassemble the Marketplacer Environment;
- (b) bypass, or attempt to bypass, any security features of the Marketplacer Environment, or introduce, upload or transmit any "back door", "time bomb", "logic bomb", "Trojan Horse", "worm", "drop dead device", "DoS attacks", "DDoS attacks", "virus" or any other malware, spyware or computer software routine having the effect of permitting unauthorised access to or use of any Marketplacer Environment or disabling, damaging, corrupting, interrupting or erasing, or disrupting or impairing the normal operation of any part of a Marketplacer Environment (together "Harmful Effects");
- (c) copy, reproduce, distribute, publish or otherwise use the Marketplacer Environment in any manner or for any purpose not expressly authorised by this Agreement;
- (d) assign, transfer, sell, lease, licence or sub-license the Marketplacer Environment to any third party or dispose of, encumber or charge the Marketplacer Environment in favor of a third party;
- (e) provide any third party with access to the Marketplacer Environment other than as expressly permitted under this Agreement;
- (f) infringe, challenge or repudiate or take any action to impair, prejudice or diminish the Intellectual Property Rights in the Marketplacer Environment;
- (g) make any representations to a third party or the public in regards to the Marketplacer Environment, Marketplacer Services and/or the Intellectual Property Rights in the Marketplacer Environment or Marketplacer Services;

- (h) demonstrate the Marketplacer Services for the purpose of (including engaging any person for the purpose of) replicating the functionality or features contained in the Platform and Services; or
- (i) modify any documentation or manuals provided or made available in relation to a Marketplacer Environment.

### **3. Partner Services**

- 3.1. The Partner shall refer potential customers to Marketplacer as follows:
  - (a) Partner shall conduct reasonable due diligence as to whether a potential customer is a suitable candidate for the Marketplacer Services, including whether that customer aligns with Marketplacer's customer attributes as notified by Marketplacer to Partner from time to time;
  - (b) Partner shall at its discretion refer any candidates it identifies under subclause (a) to Marketplacer in the manner specified by Marketplacer; and
  - (c) Marketplacer shall notify Referral Partner if it determines that a candidate referred to it under subclause (a) qualifies (such candidate thereafter being an "**Approved Lead**").
- 3.2. Marketplacer will at its discretion decide whether it wishes the Partner to pursue any potential customers referred to it. Without limiting the preceding sentence, Marketplacer is entitled to reject a prospective customer if that prospect has already been identified by Marketplacer or another agent as a potential customer.
- 3.3. The Partner shall promptly record Approved Leads in the Marketplacer Partner Portal at [partners.marketplacer.com](http://partners.marketplacer.com) ("**Register** or **Partner Portal**"). Partner shall keep such record up to date regarding all material developments in relation to each Approved Lead during the Term.
- 3.4. Partner shall perform the Sales Services as specified in the Key Terms.
- 3.5. The Partner will perform Partner Services in a professional manner, in compliance with

applicable laws and in accordance with Marketplacer's reasonable directions.

- 3.6. The Partner shall not defame, slander or otherwise undermine the good name of Marketplacer (in circumstances where those views are not honestly and genuinely held) in its performance of its obligations under this Agreement.
- 3.7. The Partner agrees to keep Marketplacer informed as to the Partner's progress with each Approved Lead by updating the Register and notifying Marketplacer by email of any material developments.
- 3.8. The Partner is responsible for obtaining and maintaining insurances which are prudent and appropriate given the nature of its obligations under this Agreement.
- 3.9. The Partner must comply with its obligations under Marketplacer's Global Anti-Bribery & Corruption Policy (Partners) as an essential term of this Agreement.

### **4. Contracts**

- 4.1. Contracts are enforceable solely between the Contracted Customer and Marketplacer; the Partner acknowledges that it will not be a party to any Contract. The Marketplacer Partner Program does not provide distribution rights to the Partner nor does it contemplate any kind of reseller relationship between Marketplacer and Partner.
- 4.2. Marketplacer is entitled at its sole discretion to determine its service fees and terms of service.
- 4.3. The parties may from time to time enter into separate, written agreements to jointly provide services for specific customer engagements, with one party acting as the prime contractor and the other party acting as the subcontractor or otherwise.

### **5. Co-operation**

- 5.1. Each party will reasonably co-operate with and liaise with a representative nominated by the other from time to time in relation to all matters arising under this Agreement.
- 5.2. The parties agree to attend regular meetings with each other, as and when reasonably requested, to discuss this Agreement and any issues arising under this Agreement.

## 6. Certification

- 6.1. Partner must satisfy Marketplacer's partner certification qualifications and requirements, as detailed in the Marketplacer Partner Portal from time to time, to be verified at a nominated certification level ("Certification Level").
- 6.2. Marketplacer shall notify Partner via email (or other reasonable means) when Partner has been accepted to attain its nominated Certification Level.
- 6.3. Attainment of the relevant Certification Level entitles Partner to the benefits outlined in the Marketplacer Partner Portal from time to time for the corresponding Certification Level and makes Partner solely and entirely responsible for Partner's obligations set out in the Marketplacer Partner Portal, in addition to those contained in this Agreement.
- 6.4. Marketplacer may, in its sole discretion, change the benefits available, and qualifying criteria for each Certification Level upon written notice to Partner. Partner's Certification Level may be reviewed by Marketplacer at regular intervals, and Marketplacer reserves the right to raise or lower the Certification Level based on the Partner Program requirements.

## 7. Intellectual Property

- 7.1. Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either party any of the other party's intellectual property or other proprietary rights in the other party's technology, products or services. This Agreement is not a sale of Marketplacer's IP and Marketplacer retains title and ownership of Marketplacer's IP and all subsequent copies, adaptations, customisations or modifications including the intellectual property rights therein, regardless of the form or media in or on which Marketplacer's IP or subsequent copies exist.
- 7.2. If Marketplacer provides any marketing materials to the Partner to assist the Partner to perform its obligations under this Agreement ("Marketing Materials"), then the Partner:

- (a) is only entitled to use the Marketing Materials for the purposes of performing its obligations under this Agreement;
  - (b) is granted no rights in or to such Marketing Materials, or any Intellectual Property Rights therein, other than as expressly stated in this Agreement; and
  - (c) agrees not to make any changes to the Marketing Materials or to use any other marketing or promotional materials in relation to its activities under this Agreement without Marketplacer's prior written consent and will retain confidentiality and copyright notices on the Marketing Materials.
- 7.3. Marketplacer's trade marks may not be used in any manner except with Marketplacer's prior written consent. Partner may forward requests for review and approval to [legal@marketplacer.com](mailto:legal@marketplacer.com).
  - 7.4. Partner's trade marks may not be used in any manner except with Partner's consent. Partner hereby consents to Marketplacer referring to the Partner as being a partner of Marketplacer in Marketplacer's marketing and promotional materials (including on Marketplacer's websites) and agrees that Marketplacer may use any identifier, logo or trade mark that is ordinarily used by the Partner for the sole purpose of identifying the Partner in such marketing and promotional materials.
  - 7.5. The Partner acknowledges and agrees that any customization of or enhancement to the Marketplacer Services created or contributed to by Partner or any other party (**Feature Request**):
    - (a) will be made available to the relevant customer on a non-exclusive basis and Marketplacer may make such Feature Request available to its other customers; and
    - (b) forms part of the Marketplacer Services on creation and is owned solely by Marketplacer. Neither the Partner nor its customer acquires any Intellectual Property Rights in or to the Feature Request.

## **8. Confidentiality**

- 8.1. Each party ("Recipient") agrees at all times during and for so long as is legally permissible after the Term to keep confidential the Confidential Information of the other party and will not disclose or discuss the same without the prior written approval of that other party, except:
  - (a) as specifically provided by this Agreement;
  - (b) to the extent permitted or required by law;
  - (c) to the extent necessary to perform any of the Recipient's obligations under this Agreement; or
  - (d) to the extent required to instruct the Recipient's professional advisers in relation to the preparation, completion and performance of this Agreement.
- 8.2. The Recipient shall not sell, transfer, assign or otherwise dispose of or grant any licence in relation to any Confidential Information or make available copies (whether by photocopying, photographic reproduction or by electronically recorded data) of any Confidential Information to any person other than with the prior written consent of the other party.
- 8.3. For the avoidance of doubt, the Partner shall seek Marketplacer's prior written consent before issuing or disclosing any Confidential Information to potential customers (including but not limited to any Marketing Materials and any other Marketplacer collateral, sales presentation decks and any other documentation which is not publicly available) and such consent may be withheld in Marketplacer's absolute discretion.
- 8.4. Marketplacer has not agreed to and does not agree to treat as confidential any Feedback Partner provides to Marketplacer, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Marketplacer's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting you. In this clause, "**Feedback**" means

any suggestion or idea for improving or otherwise modifying the APIs or Marketplacer Services.

## **9. Security and Privacy**

In connection with any Marketplacer Environment, the Partner must:

- 9.1. not do anything to prejudice the security or privacy of Marketplacer's systems, software or services or the information stored on the same;
- 9.2. notify Marketplacer immediately on becoming aware of any actual or potential Harmful Effects transmitted, uploaded or introduced; and
- 9.3. promptly comply with any reasonable directions and instructions given by Marketplacer in connection with the Partner's use of the Marketplacer Environment for the purpose of protecting the security of systems, networks, data or software.

## **10. Warranties and other matters**

- 10.1. Each party hereby warrants, represents and undertakes to the other party that it has the full right, power and authority to enter into and perform this Agreement and to grant and license all rights and benefits hereby granted and licensed to the other party.
- 10.2. Notwithstanding any other provision of this Agreement, the parties acknowledge and agree as follows:
  - (a) there is no minimum number of customers that Partner shall refer to Marketplacer under this Agreement;
  - (b) there is no warranty or guarantee as to the number of Contracted Customers or Contracts that may be generated pursuant to this Agreement;
  - (c) the Partner has absolute discretion as to whether it refers a customer to Marketplacer in accordance with this Agreement;
  - (d) unless otherwise expressly agreed, the parties each bear their own costs and expenses in relation to the performance of their respective obligations under this Agreement;
  - (e) each party is responsible for ensuring that they have sufficient resources to perform

- their obligations under this Agreement;  
and
- (f) nothing in this Agreement requires the Partner to provide Marketplacer with customer lists or any other information in relation to its customers except as decided by the Partner at its own discretion.
- 10.3. Partner shall not make any warranties, assurances or statements concerning the Marketplacer Services or its relationship to Marketplacer that are misleading or materially divergent from the Marketing Materials supplied by Marketplacer.
- 10.4. Partner shall not represent that it has any authority to bind Marketplacer nor to negotiate any contractual terms on its behalf.
- 11. Indemnity**
- The Partner hereby indemnifies Marketplacer and undertakes to keep Marketplacer indemnified (and to hold Marketplacer harmless) against any claim, proceeding, suit or demand that is made, threatened or commenced against Marketplacer by a third party, and make good against any liability, loss, damage or expense (including legal costs on a full indemnity basis and any monies paid to a third party to settle or compromise a claim or demand) which Marketplacer incurs or suffers, as a direct result of any of the following:
- (a) a wilful, unlawful or negligent act or omission by the Partner which is done in relation to or in connection with this Agreement; and
  - (b) any action of the Partner which causes or contributes to a claim brought by a third party against Marketplacer.
- 12. Limitations on liability**
- 12.1. Except in respect of the Partner's liability under the indemnity in clause 11, to the maximum extent permitted by law, neither party shall be liable to the other party under any theory of liability for any consequential, indirect, incidental, special, punitive or exemplary damages or any kind, including, without limitation, damages arising from loss of profits, revenue, data or use, or from any defect or error or in connection with malfunction of the Platform, or any such damages arising from breach of contract or warranty or from negligence or strict liability, even if a party has been advised or should know of the possibility of such damages, and notwithstanding the failure of any remedy to achieve its intended purpose.
- 13. Termination**
- 13.1. Either party may terminate this Agreement for convenience by giving 90 days' written notice to the other party, such termination to be effective immediately after the lapse of such notice period or the last day of the Term (whichever is earlier).
  - 13.2. Where an Event of Default occurs in relation to a party, the other party may terminate this Agreement by notice in writing to the party in respect of whom an Event of Default has occurred, and such termination becomes effective on the date that it is given to or served on the relevant party.
  - 13.3. In addition to its other rights, Marketplacer may suspend its performance of this Agreement on the occurrence of an Event of Default.
  - 13.4. On termination or expiration of this Agreement for whatever reason:
    - (a) the warranties and undertakings in this Agreement continue to apply;
    - (b) all Confidential Information of the other party in a party's possession, custody, power or control shall be returned to that other party as soon as practicable following such termination or expiration, except that Marketplacer is entitled to retain copies of such information as part of its usual back-up and archival processes (subject to ongoing obligations of confidentiality); and
    - (c) the Partner will ensure that the Register is up-to-date and accurate as at the date of termination or expiry as soon as practicable following such termination or expiration; and
    - (d) Marketplacer is entitled to take all action as will result in the Partner no longer being able to use or access the Platform or Marketplacer Services, if applicable.
- 14. Dispute resolution**

- 14.1. In the event of a dispute, controversy or claim ("Dispute"), arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the party raising such Dispute shall immediately notify the other party of the existence and nature of the Dispute by serving a notice on the other party setting out detailed particulars of the Dispute including, if appropriate, references to documents and provisions which relate to the Dispute, and the parties shall use their best endeavours to immediately resolve the Dispute amicably.
- 14.2. The parties agree that in the event of a Dispute, a party shall not commence any court or arbitration proceedings relating to the Dispute until it has made reasonable attempts to resolve the Dispute with the other party under clause 14.1, and not, in any case, before the expiration of twenty-one (21) days after the Dispute was notified to the other party.
- 14.3. Nothing in this clause prejudices the right of either party to seek urgent injunctive, interlocutory or declaratory relief from a court in connection with the Dispute without first having to attempt to resolve the Dispute in accordance with this clause 14.

## 15. Marketing

Partner hereby authorizes Marketplacer and its affiliates and each of their respective agents, employees, contractors, resellers, sub-licensees, and assignees to reproduce and publish, for marketing purposes, Partner's name and logo to identify Partner as a partner of Marketplacer on Marketplacer's website, in external presentations, sales decks and other marketing collateral.

## 16. Guarantee

The Partner absolutely, unconditionally, and irrevocably guarantees, as primary obligor, to procure the full, prompt and complete performance or observance by each Affiliate of all present and future obligations (both joint and respective) which apply to the Partner as under this Agreement, including (without limitation) the indemnification in clause 11. In this respect, the Partner guarantees payment of all of each of the Affiliate's present and future indebtedness and other liabilities to

Marketplacer and the Marketplacer Group under the Agreement, and guarantees all acts and omissions of its Affiliates. The Partner undertakes that whenever any Affiliate does not pay any amount when due under or in connection with the Agreement, it shall immediately on demand pay that amount as principal obligor.

## 17. General

- 17.1. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Marketplacer may assign or otherwise transfer its rights or obligations to an Affiliate or in connection with a change in ownership without the prior written consent of the Partner.
- 17.2. The Partner shall be entitled to promote and market its appointment under this Agreement provided that all such promotion and marketing is approved by Marketplacer in writing.
- 17.3. If the Marketplacer entity named in the Key Terms is registered in:
- (a) the United States, then the terms of this Agreement are governed by and construed in accordance with the laws of Delaware and the parties submit to the jurisdiction of the Courts of Delaware; or
  - (b) the United Kingdom, then the terms of this Agreement are governed by and construed in accordance with the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales; or
  - (c) anywhere else in the world, then the terms of this Agreement are governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.
- 17.4. This Agreement may only be amended, supplemented or replaced by a document in writing signed by the parties.
- 17.5. Any failure or delay by one party to compel performance by another party of any of the terms and conditions of this Agreement does

- not constitute a waiver of those terms or conditions, nor does it affect or impair the right of the first party to enforce them against the other party at a later time or to pursue remedies it may have for any subsequent breach of those terms or conditions.
- 17.6. A waiver by a party of a provision or of a right under this Agreement is only binding on the party granting the waiver if it is given in writing signed by that party and is only effective in the specific instance and for the specific purpose for which it is given.
- 17.7. 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.
- 17.8. This Agreement (including any parts incorporated by reference) constitutes the full and complete agreement between the parties relating to the subject matter contained in this Agreement and supersedes any and all previous agreements, understandings, negotiations and representations between the parties in respect of all matters dealt with in this Agreement.
- 17.9. Any provision of this Agreement which is prohibited, unenforceable or invalid in whole or in part is only ineffective to the extent of the prohibition, unenforceability or invalidity and this does not affect the remaining part of that provision or the other provisions of this Agreement, which will continue in full force and effect.
- 17.10. This Agreement may be executed in one or more counterparts, each of which will constitute the one agreement which will be binding on all the parties when one such counterpart has been executed by each party.
- 17.11. Each indemnity in this Agreement is a continuing obligation, separate from the other obligations of a party, and survives termination of this Agreement.
- 17.12. All representations and warranties in this Agreement will survive the execution and delivery of this Agreement and the completion of the transactions contemplated by it.

17.13. The relationship of Marketplacer and the Partner is that of independent contractors. Regardless of the use of the word "partner" in the title of this Agreement, neither party is, nor shall be deemed to be, a partner, joint venturer, agent, employee or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party.

## **18. Definitions**

**"Affiliate"** means a related entity of a party that controls, is controlled by or is under common control with that party, where "control" refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity;

**"API License"** means the API License available at [marketplacer.com/legal](http://marketplacer.com/legal);

**"Approved Lead"** has the meaning given in clause 3.1(c);

**"Contract"** means a contract between Marketplacer and an Approved Lead governing Marketplacer's provision of Marketplacer Services to the Approved Lead, which will be on Marketplacer's standard business services agreement terms or such other terms as Marketplacer may determine from time to time;

**"Confidential Data"** means data that is intended only for a limited audience or whose release would likely have an adverse financial or reputational effect on Marketplacer or a third party, and includes Personal Information;

**"Confidential Information"** means, in respect of each party (a "Disclosing Party"), any and all information furnished or disclosed by or on behalf of a party or its Affiliates (in such capacity, the

**"Disclosing Party"**) to the other party (in such capacity, the **"Receiving Party"**) in connection with this Agreement, including the terms of this Agreement and, for the avoidance of doubt includes, including in respect of Marketplacer all Confidential Data and information that is provided to or collected by Marketplacer in the operation of the Platform, in whatever form such information may exist whether or not originated by the Disclosing

Party and whether or not disclosed prior to or after the signing of this Agreement, which is marked or otherwise designated as confidential at the time of disclosure or which, based on the nature of the information or the circumstances of its disclosure, would reasonably be understood to be confidential or proprietary, except that Confidential Information does not include information:

- (a) which is or becomes part of the public domain other than through breach of this Agreement;
- (b) which was already known to Receiving Party at the time of the disclosure by the Disclosing Party;
- (c) which the Receiving Party receives from a third party entitled to disclose it; or
- (d) independently developed without use of or reference to any Confidential Information of the Disclosing Party by employees of the Receiving Party who had no access to such information;

**"Contracted Customer"** means a customer who executes a Contract during the Term or within 12 months of the end of the Term, provided that if executed after the Term the relevant Contracted Customer became an Approved Lead during the Term;

An "**Event of Default**" occurs:

- a. in relation to the Partner, if:
  - i. the Partner breaches this Agreement and such breach is either incapable of remedy or the Partner fails to remedy such breach to Marketplacer's satisfaction within 14 days of receiving notice from Marketplacer;
  - ii. the Partner is insolvent or ceases or threatens to cease to carry on its business;
  - iii. if the Marketplacer entity named in the Key Terms is registered in the United States, upon the

commencement of any action for the dissolution or liquidation of the Partner if such action has not been dismissed within forty-five (45) days of commencement of the action; if the Marketplacer entity named in the Key Terms is registered anywhere else in the world, the Partner has a liquidator or provisional liquidator appointed to it;

- iv. the Partner resolves to wind up or is subject to an order to wind up (other than for voluntary reconstruction);
- v. the Partner has a receiver, liquidator, custodian, trustee, or similar official or fiduciary appointed to it or in respect of a substantial proportion of its assets or undertakings; or
- vi. a court or tribunal makes an order that the Partner be wound up in insolvency, unless the Partner successfully appeals such order; and

b. in relation to Marketplacer, if:

- i. Marketplacer is insolvent or ceases or threatens to cease to carry on its business;
- ii. if the Marketplacer entity named in the Key Terms is registered in the United States, upon the commencement of any action for the dissolution or liquidation of Marketplacer if such

action has not been dismissed within forty-five (45) days of commencement of the action; if the Marketplacer entity named in the Key Terms is registered anywhere else in the world, Marketplacer has a liquidator or provisional liquidator appointed to it, if such appointment is not removed within three (3) months of the initial appointment;

- iii. Marketplacer resolves to wind up or is subject to an order to wind up (other than for voluntary reconstruction); or
- iv. a court or tribunal makes an order that Marketplacer be wound up in insolvency, unless Marketplacer successfully appeals such order.

**"Global Anti-Bribery & Corruption Policy (Partners)"** means the Global Anti-Bribery & Corruption Policy (Partners) available at marketplacer.com/legal;

**"Go Live Date"** means the first date that the relevant Contracted Customer's marketplace offering launches on the Platform;

**"GST"** means the Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended);

**"Intellectual Property Rights"** means any and all intellectual and industrial property rights subsisting in any part of the universe in any and all media (whether now known or created in the future) including, without limitation, rights in the nature of copyright, registered design or other design right, trade mark, patent rights, circuit layout rights, trade secrets and any

corresponding proprietary rights (whether registered or common law) under the laws of any jurisdiction;

**"Key Terms"** means the duly executed key terms document which incorporates these General Terms by reference (together, the **"Agreement"**);

**"Marketplacer API Documentation"** means the documentation found at [api.marketplacer.com](http://api.marketplacer.com) and any other documentation provided to Partner;

**"Marketplacer APIs"** means Marketplacer's Application Programming Interfaces and related tools, content and services, whether tangible or intangible, in whatever form or medium that are made available by Marketplacer in connection with the Marketplacer Services, and which may be further described in Marketplacer API Documentation;

**"Marketplacer Services"** means the supply of the right to access and use the Platform and related integrations, services and applications;

**"Marketplacer's IP"** means Intellectual Property Rights and other proprietary rights in Marketplacer's technology, products and services, including without limitation the Platform and related products and services.

**"Partner User"** shall mean an individual who is authorized by Partner to use the Marketplacer Services (including access to the Marketplacer APIs and use of any Sandbox). Partner Users may include, for example, employees, consultants, contractors and agents of Partner, and third parties with which Partner transacts business.

**"Personal Information"** means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, a phone number, an email address, an identification number, location data, an online identifier, or any other information specific to that natural person.

**"Platform"** means Marketplacer's platform offered to its customers on a software as a service basis;

**"Sales Tax"** means the applicable tax(es) chargeable by Marketplacer to Partner under this Agreement in the relevant jurisdiction, including GST in respect of supplies made in or referable to Australia (if applicable); , including GST in respect of supplies made in or referable to Australia

**"Sandbox"** means a test environment provisioned by Marketplacer for the purposes described in clause 2.

## **19. Interpretation**

In this Agreement, unless the context otherwise requires or permits:

- 19.1. the use of headings, underlinings or marginal notes are included for convenience and ease of reference only and do not affect interpretation of this Agreement;
- 19.2. references to a successor to a party includes its successors, permitted assigns and licensees and all further successors, assigns and licensee of the relevant party or such successors, assigns or licensees;

- 19.3. references to this Agreement includes any exhibits and schedules to this Agreement and any other document expressly incorporated as part of this Agreement as well as any links made available in the Agreement;
- 19.4. references to proceedings include litigation, arbitration and investigation;
- 19.5. references to money are to the currency stated in Exhibit 1 of the Key Terms;
- 19.6. the words "including", "such as" and similar words are not words of limitation;
- 19.7. a provision of this Agreement is not to be construed adversely against a party solely on the ground that the party or its solicitors were responsible for the preparation of this Agreement or of a particular provision of this Agreement.