

MASTER SERVICES AGREEMENT (MSA)

VERSION 1 | 01 APRIL 2025

This Master Services Agreement ("Agreement") applies unless a separately negotiated Master Services Agreement is in place between the Client and National PC. In such case, the separately negotiated agreement will prevail to the extent of any inconsistency.

This Agreement to supply services and/or products commences on the date the Client accepts a valid Quotation, Proposal, Statement of Work, or Work Order, and is made:

BETWEEN: National PC Pty Ltd, ABN 99 108 302 405, trading as National PC Pty Ltd, of 12 Trickey Avenue, Cranbrook QLD 4812, Australia ("National PC", "we", "us", or "our");

AND: The Client, being the entity named in the corresponding Quotation, Statement of Work, or Work Order and represented by its authorised signatory ("Client", "you" or "your").

Background

- A. This Master Services Agreement ("Agreement") sets out the general terms under which National PC provides IT, cybersecurity, cloud, telecommunications, and other services to the Client.
- B. Specific service scopes, deliverables, and commercial terms will be documented in executed Work Orders, which incorporate this Agreement by reference.

1. Definitions

In this Agreement, unless the context requires otherwise:

- 1.1. **Work Order** means a document (including a quote or proposal) issued by National PC and accepted by You — either in writing or through a digital approval platform — that sets out the Services and/or Products to be provided and the associated Fees Payable;
- 1.2. **Statement of Work (SOW)** means a document issued by National PC that outlines the detailed scope of a specific service engagement, including deliverables, responsibilities, timelines, and any applicable fees. A Statement of Work may be issued in conjunction with or separately from a Work Order;
- 1.3. **Agreement** means this document, including all referenced and executed Work Orders, Statement of Works, Schedules, and linked Policies;
- 1.4. **Business Day** means a day that is not a Saturday, Sunday or any other day that is a gazetted public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made, as the context admits;
- 1.5. **Business Hours** means 8:00 am to 5:00 pm of each Business Day;
- 1.6. **Change** means any:
 - (a) changes to the scope of the Services or Deliverables;
 - (b) changes to the amount of time estimated to be necessary to provide the Services or Deliverables;
 - (c) changes in Fees; and
 - (d) other amendments, variations and changes to the Agreement or a Work Order;
- 1.7. **Change Proposal** means a proposal in respect of a Change setting out:
 - (a) full details of the activities required to implement the proposed Change including any specifications, special conditions and any amendments to this Agreement or a Work Order required as a result of the proposed Change;
 - (b) a timetable for the implementation of the Change;
 - (c) a statement of the estimated cost of implementing the Change; and
 - (d) the impact, if any, of the Change on the Fees; Claim means actions, suits, causes of action, proceedings, claims or demands;
- 1.8. **Commencement Date** means the date this Agreement is executed by both parties;
- 1.9. **Confidential Information** means the terms of this Agreement and each Work Order, and information of every kind and form (including written and oral) that is treated or designated by the Disclosing Party as confidential and marked confidential and which is disclosed by the Disclosing Party or otherwise comes to the knowledge of the other party in connection with this Agreement. Information or material is not Confidential Information for the purposes of this Agreement if it:
 - (a) is in the public domain prior to its disclosure by the Disclosing Party;
 - (b) enters the public domain other than as a result of an unauthorised disclosure by the Receiving Party, or by a third party who has obtained such information from a party;
 - (c) is disclosed to the Receiving Party by a third party who is lawfully entitled to disclose such information or material to the Receiving Party on a non-confidential basis; or
 - (d) is rightfully known by the Receiving Party prior to the date of its disclosure by the Disclosing Party;
- 1.10. **Client Data** means:
 - (a) all Data provided by Client to National PC under this Agreement or any Work Order in relation to the Services; and

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- (b) any Personal Information incorporated into any of the Data described in paragraph (a);
- 1.11. **Client Environment** means telecommunications, networks, systems and any other facilities (including any connection, hardware, software, web services, third party content or software or equipment) used, or required, by or on behalf of Client to interface with, or for accessing and making use of the Services;
- 1.12. **Data** means all data of any kind (including Personal Information) that National PC is required to generate, collect, process, store or transmit under this Agreement or any Work Order;
- 1.13. **Data Breach** means:
- in respect of any Client Data that is not Personal Information, any part of the Client Data becomes corrupted, not accessible, incorrectly modified or deleted, or otherwise the integrity or reliability of the Data is not maintained; or
 - in respect of any Client Data that is Personal Information;
 - that the Personal Information is or may have been misused, interfered with, corrupted or subject to unauthorised access, modification or disclosure;
 - that there has been unauthorised access to the system, storage device or computer Network in which such Personal Information is stored; or
 - that the Personal Information, or the storage device or computer system on which such Personal Information is stored, is lost or misplaced;
- 1.14. **Delay** means an event or circumstance that delays or will likely delay National PC from meeting a Time Requirement;
- 1.15. **Deliverable** means any materials, or item required to be completed, developed or supplied under this Agreement or a Work Order, including any hardware, plant, equipment and/or software licences to be supplied;
- 1.16. **Developed IP** means Intellectual Property Rights created or developed by or on behalf of National PC to meet the requirements under this Agreement or a Work Order, or otherwise in the course of providing the Services or Deliverables;
- 1.17. **Disclosing Party** means the party that discloses Confidential Information;
- 1.18. **Dispute** has the meaning under clause 25;
- 1.19. **End Date** means the date on which this Agreement or a specific Service engagement is set to conclude, as specified in the relevant Work Order, Statement of Work (SOW), or as otherwise agreed in writing between the parties;
- 1.20. **Equipment** means any equipment, hardware or tools forming part of the Services which are provided by National PC to Client;
- 1.21. **Extension Period** means 12 months;
- 1.22. **Fee** means the fees and other charges payable by Client in connection with this Agreement as identified in a Work Order;
- 1.23. **Force Majeure Event** means any:
- fire, flood, cyberattacks, earthquake, cyclone, or act of God;
 - riot, civil disorder, rebellion or revolution;
 - war or terrorist act;
 - epidemic, government restrictions or pandemic (whether declared or undeclared) or other public health emergency; or
 - other similar cause beyond the reasonable control of the non-performing party;
- 1.24. **GST** means any tax, levy, charge or impost implemented under the GST Act;
- 1.25. **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;
- 1.26. **Hardware** means any hardware which Client independently procures from National PC under a Work Order;
- 1.27. **Insolvency Event** means the happening of any of the following events:
- having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
 - an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
 - the person being taken under section 459F(1) of the Corporations Act 2001 (Cth) to have failed to comply with a statutory demand;
 - an application being made to a court for an order for its winding up;
 - an order being made, or the person passing a resolution, for its winding up;
 - the persons: suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - being unable to pay its debts or otherwise insolvent;
 - into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
 - a court or other authority enforcing any judgment or order against the person for

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- the payment of money or the recovery of any property; or
- (j) any analogous event under the laws of any applicable jurisdiction, unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party;
- 1.28. **Introduction Fee** has the meaning under clause 31.4;
- 1.29. **Invoicing Terms** means the terms set out in the Work Order;
- 1.30. **IP Claim** means any third party claim that the Services or Deliverables, or their use in accordance with this Agreement infringes or violates any third party's Intellectual Property Rights;
- 1.31. **Key Personnel** means National PC's Personnel that are specified in a Work Order as 'Key Personnel' or who are otherwise responsible for the performance of key roles or tasks under this Agreement;
- 1.32. **Liability** means any costs, expenses (including legal costs on a full indemnity basis), losses, damages, charge, compensation, amounts paid on advice of legal advisers to compromise or settle a claim, taxes, outgoings or other payments;
- 1.33. **Location** means the location for the provision of the Services, as specified in the relevant Work Order;
- 1.34. **Loss** means Liabilities, losses, damages, costs and expenses arising out of a right under this Agreement or a cause of action in connection with this Agreement, including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action, except to the extent limited or excluded under this Agreement;
- 1.35. **Payment Terms** means the terms set out in the Work Order;
- 1.36. **Personnel** means, in relation to a party, the officers, employees, agents and subcontractors of that party. The Personnel of Client does not include National PC, and the Personnel of National PC includes any subcontractors and their Personnel;
- 1.37. **Personal Information** has the meaning set out under the Privacy laws;
- 1.38. **Pre-existing IP** means Intellectual Property Rights subsisting in any material either party provides or makes available to the other party under or in connection with this Agreement or a Work Order, or which is created or developed independently from this Agreement or a Work Order, but excludes any Developed IP;
- 1.39. **Privacy laws** means the Privacy Act 1988 (Cth) and the Australian Privacy Principles;
- 1.40. **Receiving Party** means the party receiving Confidential Information from the Disclosing Party;
- 1.41. **Representative** means the nominated Personnel from each of the parties specified in the Work Order;
- 1.42. **Restraint Period** means from a Work Orders Effective Date until 12 months after expiration or sooner termination of that Work Order;
- 1.43. **Review Date** means July 1 each year during the Term;
- 1.44. **Services** means the services that National PC is required to perform under this Agreement from time to time pursuant to a Work Order, and except to the extent expressly excluded, includes all things, resources, services and tasks which are reasonably necessary for or incidental to provision of those services;
- 1.45. **Services Schedule** means the schedule setting out the specific terms and conditions applicable to the relevant Services, as set out in Schedule 1,2,3,4,5 or Schedule 6 (as applicable);
- 1.46. **ServiceHub** means the National PC Client Portal, an online platform provided by National PC that enables Clients to access invoices, submit and manage service requests, view service reports, track ticket status, and communicate with the National PC Support team.
- 1.47. **Software** means any software forming part of the Services that is provided by National PC to Client;
- 1.48. **Tax Invoice** has the meaning set out in the GST Act;
- 1.49. **Term** means the term of this Agreement, as described in clause 4.1, including any Extension Period;
- 1.50. **Time Requirement** means any timeframes, due dates, milestones, and any other time requirements set out in the applicable Work Order;
- 1.51. **Third Party Supplier** means a person that supplies services or products to Client from time to time;
- 1.52. **Work Order** means a document setting out the Services to be performed, the applicable commercial terms applicable to those Services, and the applicable Services Schedule; and
- 1.53. **Work Order Term** means the duration specified in the Work Order.
- ## 2. Interpretations
- In this Agreement, unless the context requires otherwise:
- 2.1. clause and subclause headings are for reference purposes only;
 - 2.2. the singular includes the plural and vice versa;
 - 2.3. words denoting any gender include all genders;
 - 2.4. a reference to a person includes any other entity recognised by law and vice versa;
 - 2.5. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

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- 2.6. any reference to a party to this Agreement includes its successors and permitted assigns;
- 2.7. any reference to any agreement or document includes that agreement or document as amended at any time;
- 2.8. the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- 2.9. the expression at any time includes reference to past, present and future time and performing any action from time to time;
- 2.10. a reference to time is to Australian Eastern Standard time unless expressly set out to the contrary in a Work Order;
- 2.11. an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally;
- 2.12. a reference to an item is a reference to an item in the schedule to this Agreement;
- 2.13. a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency;
- 2.14. a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Agreement;
- 2.15. a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- 2.16. when a thing is required to be done or money is required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- 2.17. a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

3. Order of precedence

- 3.1. This Agreement consists of the following parts:
 - (a) the Work Order(s);
 - (b) the applicable Services Schedule(s);
 - (c) the terms of this Agreement; and
 - (d) any schedules, annexures or attachments to the Work Order(s).
- 3.2. In the event of any inconsistency between the parts of this Agreement, the part listed earlier in clause 3.1 (a) above prevails to the extent of that inconsistency.

4. Term

4.1. Term

- (a) This Agreement commences on the Commencement Date and continues until the End Date, unless terminated earlier in accordance with clause 26.

4.2. Extension Periods

- (a) The Term will automatically extend for each Extension Period unless either party gives the other party at least 90 days' written notice prior to the end of the then-current Term of its intention not to extend the Term the Extension Period, in which case this Agreement will expire at the end of the then-current Term.

5. Client's General Obligations

- 5.1. The Client will cooperate fully and act reasonably and in good faith to assist in the timely progress and fulfillment of National PC's obligations pursuant to this Agreement and under each Individual Work Order including, but not limited to:
 - (a) not unreasonably withholding or delaying the provision of any agreement, acceptance, information, assistance or other resource required by National PC;
 - (b) ensure that the Client Environment complies with the specifications set out in the applicable Work Order and that the Client implements any Recommendations from Client in relation to the Client Environment;
 - (c) providing National PC, in a timely manner, with all Client information, data, documentation and co-operation by its personnel reasonably required by National PC to deliver the Goods and Services;
 - (d) operating and performing these obligations in accordance with any applicable laws;
 - (e) The Client will, at its own cost, implement and maintain its obligations under this Agreement, including ensuring its personnel follow security best practices, implement recommended updates and patches, and use systems in a manner consistent with good IT hygiene and National PC's recommendations;
 - (f) provide National PC and its Personnel with access to the Client Environment for the purpose of performing its obligations under this Agreement or as otherwise agreed by the parties; and
 - (g) assigning specific managerial, technical and user personnel as reasonably requested by National PC to participate in essential activities. The Client will ensure that all such personnel have the appropriate skills and experience to perform their functions.
- 5.2. The Client will be responsible for all site preparation as required to enable efficient delivery and implementation of the Goods and Services, as the context admits.
- 5.3. The Client agrees to ensure that all National PC's personnel, agents or sub-contractors are sufficiently trained in and aware of the Client's

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Environment specific policies and procedures (including workplace health and safety requirements) to the extent necessary and applicable prior to them commencing work at the Client's Environment location. The Client shall promptly advise National PC where such personnel have not been provided with such training.

6. National PC's General Obligations

- 6.1. National PC will cooperate fully and act reasonably and in good faith to ensure the timely progress and fulfillment of National PC obligations pursuant to a Work Order.
- 6.2. National PC will ensure that it maintains insurance policies for public and product liability for not less than \$20,000,000 per claim and in the annual aggregate and professional indemnity insurance in the amount of \$20 million for each claim and \$40,000,000 in the annual aggregate, and workers compensation insurance in the amounts required by law.
- 6.3. National PC shall provide the Client with a certificate of currency or other reasonable proof of insurance upon written request no more than once per year or when reasonably required under applicable procurement policies.
- 6.4. National PC agrees to comply with any mandatory obligations arising out of any relevant Federal or State legislation as applicable to the performance of each Work Order.
- 6.5. National PC agrees to operate and perform its obligations in accordance with any applicable laws.
- 6.6. National PC will ensure that its personnel comply with the Client's specific policies and procedures that they are trained in and made aware of in accordance with clause 5.3 above.

7. Work Order

- 7.1. From time to time, the Client may request National PC to provide additional Services or Deliverables.
- 7.2. National PC may respond by issuing a draft Work Order, which may include or refer to a Statement of Work (SOW) where detailed scope, milestones, or technical specifics are required.
- 7.3. The Client may:
 - (a) Accept the draft Work Order (including any attached SOW);
 - (b) Request changes and negotiate in good faith; or
 - (c) Decline the Work Order.
- 7.4. A Work Order becomes binding upon written acceptance by the Client, including electronic approval via signature, acceptance platform, or other clear confirmation of agreement.
- 7.5. National PC is not obliged to commence any work until a Work Order has been accepted.

- 7.6. Each Work Order forms part of this Agreement and may incorporate one or more SOWs where required.

8. Change Control

- 8.1. Either party may propose a Change by submitting a written request to the other party outlining the proposed Change.
- 8.2. Upon receipt of a Change request, National PC will, within a reasonable time, provide a written Change Proposal detailing:
 - (a) the proposed scope, schedule, and impact;
 - (b) any changes to the Fees; and
 - (c) any amendments to the Agreement or affected Work Order.
- 8.3. The Client may:
 - (a) Accept the Change Proposal in writing;
 - (b) Request clarification or further negotiation in good faith; or
 - (c) Decline the Change Proposal.
- 8.4. If the parties do not agree on a Change Proposal, the Agreement and existing Work Orders remain unchanged.
- 8.5. National PC is not obligated to accept any proposed Change and may decline a request at its sole discretion without reason.

9. Key Personnel & Subcontracting

9.1. Key Personnel

- (a) In respect of each role, function or activity that is assigned to a Key Personnel, National PC will use all reasonable endeavours to ensure that that role, function or activity is carried out by that Key Personnel.
- (b) If any of the Key Personnel becomes or will become unavailable, National PC will replace such persons with other Personnel with equivalent skills, qualifications and experience.

9.2. Subcontracting

- (a) Unless set out to the contrary in a Work Order, National PC may sub-contract the performance of a Work Order or any part of an Work Order.

10. Delays

- 10.1. If National PC becomes aware of any delay that may impact the performance of its obligations under this Agreement or any Work Order, it will:
 - (a) Promptly notify the Client of the delay;
 - (b) Work with the Client in good faith to minimise the impact of the delay, including developing a workaround where commercially feasible; and
 - (c) If necessary, issue a Change Proposal to update the affected scope, timeline, or Fees.
- 10.2. National PC will not be liable for any delay caused by:

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- (a) The Client's failure to provide required access, approvals, materials, or personnel;
 - (b) Events outside National PC's reasonable control (including force majeure); or
 - (c) Third-party vendor issues not attributable to National PC's negligence.
- 10.3. Where the delay is caused by the Client or a related factor outside National PC's control, the Client agrees that:
- (a) All affected timelines will be extended by a reasonable period; and
 - (b) National PC is not responsible for any associated service impacts or SLA breaches.
- 10.4. If a delay becomes material and cannot be resolved within a reasonable time, either party may terminate the affected Work Order in accordance with Clause 26 (Termination), subject to providing 10 Business Days' notice.

11. Fees

11.1. Fees Payable

- (a) The Client agrees to pay all Fees as outlined in each accepted Work Order. National PC will provide the Services in return for timely payment and the Client's compliance with the terms of this Agreement.

11.2. Fee Reviews and Adjustments

- (a) National PC may review and adjust Fees annually on the Review Date (e.g. July 1) based on the Consumer Price Index (CPI), calculated using the "All Groups CPI Weighted Average of Eight Capital Cities" published by the Australian Bureau of Statistics.
- (b) National PC may also adjust Fees at any time with 30 days' notice to reflect:
 - (i) Increases in costs directly passed on by third-party suppliers or vendors; and
 - (ii) Material changes in internal costs such as labour, insurance, or regulatory compliance.
 - (iii) All adjustments will be applied on a cost-pass-through basis where possible. Written evidence may be provided upon request.

12. Invoicing and Payment Terms

12.1. Invoicing and Payment Method

- (a) National PC will invoice the Client for services rendered under this Agreement on a recurring monthly basis or as otherwise agreed in writing. All invoices will be issued electronically and made available to the Client via email and published on the National PC ServiceHub (Client Portal).
- (b) Prices for Goods and Services will be set out in each Work Order or

associated documentation. Unless otherwise set out in a Work Order, Prices are exclusive of GST and Incidental Costs.

12.2. Direct Debit Authorisation

- (a) The Client agrees to provide and maintain valid direct debit details (bank account) for automatic payment of invoices. Invoices are issued with Net 5 payment terms, and payment is automatically processed via direct debit on the fifth (5th) day following the invoice date (the due date). The Client consents to this method as a condition of receiving services under this Agreement.

12.3. Invoice Review Period

- (a) Clients will receive notification of each invoice upon issuance and have five (5) calendar days to review the invoice before payment is processed. If the Client disputes any portion of the invoice, they must notify National PC in writing within this review window. National PC will promptly investigate and, if required, pause the debit for the disputed amount until a resolution is reached.

12.4. Project and Non-Recurring Charges

- (a) Any services or deliverables outside the scope of regular managed services, including but not limited to professional services, project work, hardware, or software, will be quoted separately and require written approval by the Client. Upon approval, the relevant invoice will be issued and payment will be processed via direct debit in accordance with the Net 5 payment terms described herein. Approval by the Client constitutes agreement to proceed and authorisation for payment.

12.5. Failure to Process Payment

- (a) If payment fails to process (e.g., due to insufficient funds or expired payment details), the Client will be notified immediately and must rectify the issue within three (3) business days. National PC reserves the right to suspend services until payment is received in full. Repeated payment failures may result in termination of services as per Clause 26 (Termination).

12.6. Pricing Transparency

- (a) National PC provides clear, consistent pricing for all services delivered under this Agreement. Managed service fees are fixed and predictable, with rates communicated in advance. Any charges outside the agreed scope—such as hardware, projects, or professional services—will be itemised in a written

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quote and invoiced only after Client approval. No unauthorised charges will be processed.

12.7. Cross-Referencing

- (a) Payment terms outlined in this section are to be read in conjunction with:
 - (i) The Statement of Work (SOW) for individual project scopes and payment milestones.
 - (ii) The Acceptable Use Policy (AUP) for usage-related billing implications.
 - (iii) The Service Level Agreement (SLA) for any service-related credits or adjustments impacting invoicing.

12.8. Tax Invoicing

- (a) National PC will issue valid Tax Invoices in accordance with Australian taxation requirements and any specific milestones or billing schedules defined in the applicable Work Order or Statement of Work.

12.9. Disputed Invoices

- (a) If the Client reasonably disputes an invoice:
 - (i) The undisputed portion must still be paid by the due date;
 - (ii) The Client must notify National PC within 7 days, stating the reasons for the dispute;
 - (iii) Both parties will cooperate in good faith to resolve the issue promptly;
- (b) If resolved in National PC's favour, the disputed amount must be paid within 14 days of resolution.

12.10. Overdue Payments

- (a) If any undisputed amount remains unpaid after the due date:
 - (i) National PC may charge interest on the overdue amount at the rate of 1.5% per month, accruing daily from the due date until payment is received in full;
 - (ii) National PC may, after providing seven (7) days' written notice, suspend any or all Services until the overdue amount is paid;
 - (iii) If the overdue amount remains unpaid 14 days after notice is given, National PC may terminate the affected Work Order(s) without further notice;
- (b) The Client agrees to pay all reasonable costs incurred by National PC in recovering overdue amounts, including legal fees and debt collection agency fees.
- (c) The Client remains liable for all applicable Fees during any period of service suspension.
- (d) This clause is in addition to National PC's rights under Clause 26

(Termination) and any other remedies available at law.

13. Publicity

- 13.1. National PC may publicly announce that it is or has undertaken work for Client, including on its website and in its marketing materials, unless Client gives National PC reasonable notice in writing.

14. Intellectual Property Rights**14.1. Pre-Existing IP**

- (a) Each party retains all rights, title, and interest in any intellectual property owned or developed independently of this Agreement ("Pre-Existing IP"). Nothing in this Agreement transfers ownership of a party's Pre-Existing IP.

14.2. Licence to Use Pre-Existing IP

- (a) Each party grants the other a non-exclusive, royalty-free licence to use its Pre-Existing IP solely for the purposes of:
 - (i) Delivering or receiving the Services and Deliverables under this Agreement; and
 - (ii) Enabling the Client to use the Deliverables as intended under the applicable Work Order.

14.3. Developed IP

- (a) Unless otherwise agreed in writing:
 - (i) All intellectual property created by National PC during the delivery of Services ("Developed IP") will remain the property of National PC.
 - (ii) National PC grants the Client a non-exclusive, non-transferable licence to use the Developed IP for internal business purposes only, continues for the duration of the Agreement and terminates immediately upon expiration or termination unless otherwise agreed in writing.
 - (iii) All Developed IP remains the exclusive property of National PC..

14.4. Use of Tools, Systems, and Configurations

- (a) National PC retains all rights in its proprietary tools, platforms, scripts, documentation, and configurations used in the delivery of Services. The Client is not permitted to copy, resell, or reuse these outside the scope of this Agreement.

14.5. Third-Party Licensing

- (a) The Client is responsible for maintaining any required licences for third-party software, unless otherwise stated in a Work Order. National PC is not liable for licensing breaches caused by the Client's failure to obtain or maintain appropriate licensing.

15. Client Data and Security

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15.1. Provision and Responsibility for Client Data

- (a) The Client is solely responsible for all data, content, and materials provided to National PC in connection with the Services (“Client Data”). The Client must ensure that:
- (i) Client Data is accurate, complete, and lawful;
 - (ii) Client Data is compatible with the Services being provided; and
 - (iii) Client systems used to access or store Client Data are secure and properly configured.

15.2. Use and Access by National PC

- (a) National PC may access and use Client Data solely for the purpose of delivering, managing, supporting, and improving the Services. National PC:
- (i) Will not use Client Data for any purpose outside the scope of this Agreement;
 - (ii) May remove or suspend access to Client Data if it reasonably believes it violates applicable law or creates a security or performance risk;
 - (iii) Is not responsible for the accuracy, integrity, or legality of Client Data.

15.3. Data Security and Protection

- (a) National PC will take commercially reasonable steps to:
- (i) Protect Client Data from unauthorised access, loss, or disclosure using appropriate technical and organisational safeguards; and
 - (ii) Comply with applicable Privacy Laws in handling Client Data, including any Personal Information to which National PC may have access.

15.4. Backup and Retention

- (a) Unless specifically included in a Work Order, National PC is not responsible for backing up Client Data. It is the Client’s responsibility to ensure appropriate backup and retention strategies are in place.

15.5. Aggregated Analytics and Insights

- (a) National PC may collect and use de-identified, aggregated data relating to the Client’s use of the Services (“Analytics Data”) for the purposes of improving service quality, benchmarking, and internal reporting. National PC will retain all intellectual property rights in such Analytics Data. Analytics Data or insights provided by National PC are for informational purposes only and do not constitute legal, financial, compliance, or cybersecurity advice. The Client is responsible for independently assessing any actions based on such insights.

16. Privacy**16.1. Compliance with Privacy Laws**

- (a) Each party must comply with all applicable Privacy Laws, including the Privacy Act 1988 (Cth), in relation to the collection, storage, access, use, or disclosure of any Personal Information under this Agreement.

16.2. Use and Purpose Limitation

- (a) Personal Information must only be used or disclosed by either party:
- (i) To perform its obligations under this Agreement;
 - (ii) As required or permitted by law.

17. Client Warranties and Responsibilities**17.1. Where the Client provides Personal Information to National PC, the Client warrants that:**

- (a) All such information has been lawfully collected in accordance with Privacy Laws;
- (b) Individuals have been made aware their data may be disclosed to National PC and its service providers, including those located outside Australia;
- (c) Any required consents have been obtained from individuals;
- (d) The data is accurate, complete, and up to date;
- (e) National PC is authorised to process the data to deliver the Services.

17.2. National PC’s Responsibilities

- (a) National PC will:
- (i) Implement commercially reasonable technical and organisational safeguards to protect Personal Information from unauthorised access, misuse, or loss;
 - (ii) Handle all Personal Information in accordance with its published Privacy Policy; and
 - (iii) Provide reasonable assistance to the Client to respond to privacy-related complaints or data access requests, at the Client’s cost.

17.3. Data Breach Notification

- (a) Each party must promptly notify the other upon becoming aware of any actual or suspected data breach involving Personal Information that is reasonably likely to require notification under the Notifiable Data Breaches (NDB) scheme. National PC will cooperate with the Client to investigate and manage the breach and provide relevant information for compliance purposes.

17.4. Government Requests and Legal Access

- (a) National PC is not required to withhold Personal Information from any government agency or regulator lawfully

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requesting access and may disclose data without prior Client approval when legally compelled to do so.

18. Indemnity

18.1. Each party (the "Indemnifying Party") indemnifies the other from and against any claims, fines, losses, or liabilities arising from a breach of this clause caused by the Indemnifying Party or its personnel.

19. PPSA

19.1. Security Interest

(a) The Client acknowledges that National PC's rights under this Agreement may give rise to a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth)) in any Equipment supplied under a Work Order, including all proceeds from the sale or disposal of such Equipment.

19.2. PPSA Registration

(a) National PC may register any Security Interest on the Personal Property Securities Register (PPSR) in any manner it deems appropriate, and the Client agrees to do all things reasonably necessary to assist in this process, including signing documents and providing information.

19.3. Client Obligations

(a) The Client:

- (i) Must not grant or permit any other security interest over the Equipment;
- (ii) Must promptly pay any fees related to the registration, maintenance, or enforcement of the Security Interest if requested by National PC;
- (iii) Irrevocably appoints National PC as its attorney to do all things necessary to perfect and maintain the Security Interest.

19.4. PPSA Notices and Enforcement

(a) To the extent permitted by law, the Client waives its rights to receive notices under the PPSA including:

- (i) Section 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, and 143.

19.5. Non-Application of Certain PPSA Provisions

(a) If Chapter 4 of the PPSA applies, the Client agrees that Part 4.3 (Enforcement Provisions) does not apply to the extent it can be lawfully excluded.

19.6. Definitions

(a) For the purposes of this clause, "Equipment" means any tangible goods provided by National PC where title remains with National PC until full payment is received.

20. Work Health and Safety

20.1. In performing its obligations under this Agreement, each party will:

- (a) comply with the legislation applicable to it relating to health and safety (WHS Legislation), including any obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
- (b) if required by WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
- (c) notify the other party promptly of all work health, safety and rehabilitation matters arising out of, or in any way in connection with the party's activities under this Agreement; (4) insofar as either party in carrying out its obligations under this Agreement, is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty;
- (d) comply with any additional work health and safety requirements specified in a Work Order or as otherwise reasonably agreed from time to time.

20.2. Where the Client requires National PC workers to attend an onsite location, the Client will be responsible for providing a safe working environment for National PC workers while onsite.

21. Modern Slavery

21.1. In performing its obligations under this Agreement, National PC will comply with the requirements of the Modern Slavery Act 2018 (Cth) (Modern Slavery Act).

21.2. National PC will use commercially reasonable efforts to:

- (a) investigate the risk of Modern Slavery within its operations and those of its supply chain;
 - (b) assess and address risks regarding Modern Slavery, including implementing due diligence and remediation programs;
 - (c) upon becoming aware of confirmed instances of Modern Slavery in its operations or supply chain which affect the products and services provided to the Client, promptly notify the Client of the discovered Modern Slavery practices and the actions undertaken by National PC to remedy the issue; and
 - (d) have the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in this clause
- 21.2.

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22. Warranties**22.1. Mutual Warranties**

- (a) Each party represents and warrants that:
 - (i) It has full power and authority to enter into and perform its obligations under this Agreement;
 - (ii) This Agreement has been duly executed and constitutes a legally binding obligation; and
 - (iii) It has not relied on any representation or warranty not expressly set out in this Agreement.

22.2. National PC Warranties

- (a) National PC represents and warrants that: The Services and Deliverables will:
 - (i) Substantially comply with the descriptions set out in the applicable Work Order; and
 - (ii) Be delivered in a professional and timely manner by appropriately qualified personnel.
 - (iii) It has the right to grant any licence or usage rights specified in this Agreement; and
 - (iv) It will comply with all laws applicable to the provision of the Services.

23. Non-Excludable Consumer Guarantees

23.1. National PC's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL).

23.2. Where required by law:

- (a) For major failures, the Client is entitled to cancel the service contract and receive a refund for the unused portion or compensation for reduced value.
- (b) For minor failures, National PC will remedy the issue within a reasonable time, or provide a refund if it cannot.
- (c) To the extent permitted by law and subject to this clause, National PC excludes all other warranties, guarantees, and representations not expressly set out in this Agreement.

23.3. Where any condition or guarantee is implied by law and cannot be excluded, National PC's liability is limited, at its option, to:

- (a) Re-supplying the relevant Services; or
- (b) Refunding the portion of Fees paid for those Services.

24. Indemnity and Limitation of Liability**24.1. Indemnity by National PC**

- (a) Subject to Clause 15.4, National PC indemnifies the Client against any third-party claim that the Services, when used in accordance with this Agreement, infringe that third party's Intellectual Property Rights (IP Claim), provided that the Client:
 - (i) Notifies National PC in writing of the IP Claim as soon as reasonably possible;

- (ii) Makes no admission of liability;
 - (iii) Allows National PC to control the defence and settlement; and
 - (iv) Provides all reasonable assistance, at National PC's cost.
- (b) If, in National PC's reasonable opinion, the Services are likely to become the subject of an IP Claim, National PC may:
 - (i) Modify the Services to make them non-infringing;
 - (ii) Substitute functionally equivalent Services; or
 - (iii) Obtain a licence for the Client to continue using the Services.
 - (c) If none of the above are commercially reasonable, National PC may terminate the affected Services and refund any prepaid, unused Fees for the terminated portion.

24.2. Client Indemnity

- (a) The Client indemnifies National PC and its Personnel against any loss, liability, claim, or expense arising out of:
 - (i) The Client's misuse of the Services;
 - (ii) A breach of any third-party rights, including privacy or IP rights;
 - (iii) Issues arising from Client Data, including its content, accuracy, or the manner in which it was collected.

24.3. Proportionate Liability

- (a) A party's liability under this Agreement (including indemnities) is reduced to the extent the other party caused or contributed to the relevant loss or damage.

24.4. Limitation of Liability

- (a) To the extent permitted by law, National PC's total aggregate liability to the Client arising out of or in connection with this Agreement (whether in contract, tort (including negligence), statute, equity or otherwise), is limited to the lesser of:
 - (i) the total Fees paid by the Client under this Agreement in the 12-month period immediately preceding the event giving rise to the liability; or
 - (ii) \$50,000, unless otherwise specified in a Work Order.
- (b) The parties may agree to a higher liability cap in a specific Work Order where the nature or scale of services warrants it.

24.5. Exclusions of Liability

- (a) National PC is not liable for:
 - (i) Loss caused by third-party software, networks, or infrastructure not under its control;
 - (ii) Data Breaches caused or contributed to by the Client or any third party;
 - (iii) Client's failure to implement recommendations or maintain backups;

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- (iv) Modifications made by the Client without approval;
- (v) Interruptions due to power, internet, telco, or infrastructure faults outside National PC's reasonable control.
- (vi) Failures, service degradation, or data loss caused by third-party providers (e.g., Microsoft, Kaseya, nbn co, telco or internet providers, software vendors) unless such failure was directly caused by National PC's gross negligence;
- (vii) Errors or omissions in third-party configurations not directly managed or maintained by National PC;

24.6. Data Breach Response

- (a) Unless expressly stated in a Work Order, National PC's sole obligation in the event of a Data Breach is to attempt restoration of data from the most recent available backup.

24.7. Indirect and Consequential Loss

- (a) Neither party is liable for indirect, incidental, special, or consequential loss, including loss of profit, business interruption, or data loss, however arising.

24.8. Duty to Mitigate

- (a) Each party must take all reasonable steps to mitigate any loss, damage, or expense it suffers in connection with this Agreement.

25. Dispute Resolution

25.1. A party claiming that a dispute has arisen out of or in connection with this Agreement (Dispute) must as soon as reasonably practicable give notice to the other party specifying the nature of the Dispute and the parties will submit themselves to the dispute resolution procedure set out in this clause 25.

25.2. Initial process

- (a) If a Dispute arises between the parties in relation to this Agreement, then:
 - (i) the parties will attempt to resolve the Dispute informally between themselves;
 - (ii) if the parties are unable to resolve the dispute informally, a party may refer the matter in writing to the Representative of each party for resolution;
 - (iii) the Representative of each party, with full authority to resolve the Dispute, must meet and use reasonable endeavours to resolve the Dispute within seven days after the notice of the Dispute is given;
 - (iv) where a Dispute is not resolved by the Representatives it must be referred to appropriately senior Client and National PC Representatives, who will meet to use their best

endeavours to resolve the Dispute within seven days of the meeting between the Representatives; and the parties will bear their own costs of dealing with any Dispute.

(v)

25.3. Formal steps

- (a) If the Dispute is not resolved under clause
- (b) within ten (10 Business Days after the Dispute is referred to the Chief Executive Officer or equivalent officer of Client and National PC (or their respective delegates), then the parties must try to resolve the Dispute by mediation:
 - (i) to be held in Townsville, Australia;
 - (ii) administered by the Australian Disputes Centre; and
 - (iii) in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation. These Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (c) If the Dispute is not settled within thirty (30) Business Days after the end of mediation, then either party may initiate legal proceedings.

25.4. Dispute resolved by negotiation

- (a) If a Dispute is resolved under clause 17.2 or 17.3, each party must do anything (including execute any document) reasonably required by the other party to give effect to the agreed resolution of the Dispute.

25.5. Continuing compliance

- (a) Notwithstanding this clause 17, the parties will, until resolution of the relevant Dispute, continue to comply with their obligations under this Agreement save that Client is not required to pay any disputed amounts.

26. Termination

26.1. Termination for cause

- (a) Either party may terminate this Agreement or any Work Order immediately by written notice if the other party:
- (b) Commits a material breach of this Agreement or any Work Order and fails to remedy that breach within twenty (20) Business Days of receiving written notice specifying the breach and requiring its remedy;
- (c) Is no longer able to perform its obligations due to a change in law that prevents continued performance under this Agreement; or
- (d) Suffers an Insolvency Event, as defined in this Agreement.

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26.2. National PC may also terminate this Agreement or any Work Order, or suspend the Services, if the Client:

- (a) Fails to make payment in accordance with the agreed Payment Terms; and
- (b) Does not rectify such non-payment within seven (7) Business Days of receiving written notice from National PC.

26.3. Consequences of expiry or termination

- (a) Upon expiry or termination of this Agreement or any Work Order for any reason:
 - (i) The Client must pay:
 - (01) All Fees and charges due up to the effective termination date; and
 - (02) Any unavoidable or non-refundable costs incurred by National PC (including third-party commitments, pre-paid licensing, subscriptions, or hardware purchases) as a result of the early termination.
 - (03) All outstanding amounts — whether invoiced or accrued but not yet invoiced — become immediately due and payable on the termination date.
 - (ii) The Client must return all National PC-owned Equipment, documentation, and materials within thirty (30) Business Days of termination.
 - (iii) Upon request, National PC will provide reasonable transition-out assistance in accordance with Clause 32 (Transition Out Services).
 - (iv) Each party must return or securely destroy the other party's Confidential Information, including all electronic copies, unless retention is required by law.

27. Survival of rights

27.1. Termination or expiry of this Agreement will not affect the rights of the parties which have accrued before the termination or expiry date.

28. Expiry or termination of Work Orders

28.1. The termination or expiry of a Work Order will not affect the continuation of any other Work Order or this Agreement, unless the other Work Order or this Agreement is terminated simultaneously or expires.

29. Survival

29.1. Termination of this Agreement will not affect any accrued rights or obligations as at the termination date. The following clauses survive termination or expiry: Clauses 1, 2, 14, 15, 16, 19, 25, 26, 30, 31, 32, 34, 35 and any others which by their nature are intended to survive.

30. Force Majeure**30.1. General**

- (a) Each party releases the other from any liability for any failure to perform its obligations under this Agreement (other than an obligation to pay money) which is due to the occurrence of any Force Majeure Event.
- (b) Neither party is liable for any delay or failure to perform its obligations under this agreement if the delay is due to Force Majeure.

30.2. Procedure for Force Majeure Events

- (a) If a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that party's obligations will be suspended for the duration of that event.
- (b) If a party is prevented from or substantially impaired in performing its obligations due to a Force Majeure Event for a period exceeding sixty (60) Business Days, either party may immediately terminate this Agreement on written notice to the other party.

31. Non-Solicitation and Employment of Personnel

- 31.1. During the Term of this Agreement and for a period of:
 - (a) twelve (12) months;
 - (b) following the termination or expiration of this Agreement (the "Restraint Period"), neither party shall, without the prior written consent of the other party, directly or indirectly solicit, recruit, employ, or otherwise engage any employee, contractor, or representative of the other party who was involved in the provision or receipt of Services under this Agreement.
- 31.2. Each party must promptly notify the other if it is approached by, or becomes aware that, any Personnel of the other party is seeking or considering employment or engagement.
- 31.3. If both parties agree in writing that the transfer of an employee is in the mutual interest of all parties (including the employee), the Client may employ or engage that individual subject to payment of a one-off Introduction Fee, as specified in clause 31.4 (b) or otherwise agreed in writing.
- 31.4. Nothing in this clause shall prevent either party from hiring an individual from the other party as a result of that person responding to a public job advertisement or recruitment campaign, provided:
 - (a) there has been no direct or indirect solicitation; and
 - (b) the employing party pays an Introduction Fee of AUD\$40,000 (ex GST) as

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compensation for the introduction and prior investment.

32. Transition Out Services**32.1. Transition Support**

- (a) At the Client's reasonable written request, National PC will provide transition-out assistance to support the orderly transfer of Services and Deliverables to a replacement provider nominated by the Client. This assistance:
 - (i) must be requested with no less than thirty (30) days' written notice;
 - (ii) shall not exceed a period of six (6) months from the date of termination or expiry of this Agreement or any associated Work Order;
 - (iii) must be reasonably limited to what is required for service continuity and handover; and
 - (iv) will be documented in a separate Work Order outlining the scope, responsibilities, and schedule of the transition activities.

32.2. Fees and Charges

- (a) All transition-out assistance will be charged on a time and materials basis, at the rates specified in the applicable Work Order or, if not specified, at National PC's prevailing standard rates.
- (b) The Client will also continue to pay for any ongoing Services or Deliverables provided by National PC during the transition period, in accordance with this Agreement.

32.3. Suspension for Non-Payment

- (a) National PC reserves the right to suspend any transition-out assistance if any invoices issued under this Agreement remain unpaid for more than fourteen (14) days beyond the due date.

32.4. Protection of Intellectual Property and Security

- (a) During the transition-out period, both parties agree to:
 - (i) safeguard all intellectual property, confidential information, and systems access;
 - (ii) uphold all relevant security standards;
 - (iii) ensure no disruption or unauthorised access occurs as a result of the transition.
- (b) Nothing in this clause obligates National PC to transfer proprietary tools, documentation, or systems unless otherwise agreed in writing.

33. Cyber Security Risk Limitation

- 33.1. The Client acknowledges that National PC's cyber security services are intended to reduce the likelihood of a successful cyberattack but

cannot guarantee complete prevention of all threats, breaches, or unauthorised access.

- 33.2. National PC disclaims liability for any loss or damage arising from cyber security incidents to the extent such incidents result from:
 - (a) Sophisticated or novel cyberattacks beyond commercially reasonable detection;
 - (b) The Client's failure to implement recommended security controls or best practices;
 - (c) Employee negligence, credential misuse, or failure to comply with training;
 - (d) Third-party systems or software vulnerabilities beyond National PC's control.
- 33.3. The Client agrees that cyber security risk management is a shared responsibility and will actively participate in implementing security policies, patching, user education, and regular reviews.
- 33.4. Each party agrees to promptly notify the other of any actual or suspected vulnerabilities, breaches, or incidents in third-party systems or services that may impact the integrity or security of the Services. The parties will cooperate in good faith to assess and remediate any such risks.

34. General**34.1. Costs**

- (a) Each party must pay its own costs in relation to:
 - (i) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
 - (ii) that party performing any action in complying with any liability arising, under this Agreement, or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

34.2. GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the supplier an amount (GST Amount) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group

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of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.

- (c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.

34.3. Assignment

- (a) Client may not assign or transfer its rights and obligations under this Agreement without the prior written consent of National PC. National PC may assign, transfer or novate its rights and obligations under this Agreement without the prior written consent of Client.

34.4. Notices

- (a) Notices: A notice, consent, approval, request or demand in connection with this Agreement:
- (i) must be in writing and in English;
 - (ii) must be signed by the party giving it or that party's authorised representative, officer, attorney, or solicitor;
 - (iii) must be either:
 - (01) left at or posted by prepaid post (airmail, if posted outside Australia) to the address of the addressee specified by the parties, or if the addressee notifies another address for receipt of documents under this clause, then at or to that address;
 - (02) sent by electronic mail to an authorised representative;
 - (iv) is taken to be received:
 - (01) if hand delivered, on delivery;
 - (02) if posted in Australia, on the third Business Day after posting;
 - (03) if posted outside Australia, on the tenth Business Day after posting; and
 - (04) if sent by electronic mail, on the next Business Day after sending the electronic mail, provided that no undeliverable notice or out of office notification was received by the sender.
 - (05) unless a later date is specified in it, takes effect on the date it is taken to be received.

35. Confidential Information

35.1. "Confidential Information" means:

- (a) information of a confidential nature relating to or developed in connection with the business or affairs of the Disclosing Party which is disclosed to, learnt by, or which otherwise comes to

the knowledge of or into the possession of, the Receiving Party;

- (b) information identified by the Disclosing Party as confidential;
- (c) information regarding clients, Clients, employees, contractors of, or other persons doing business with, the Disclosing Party; and
- (d) the terms of this Master Agreement and any Agreement.

35.2. The Receiving Party:

- (a) must protect Confidential Information against loss or unauthorised disclosure with the same degree of care that it uses to protect its own proprietary and confidential information but in no event less than a reasonable standard of care;
- (b) must not use Confidential Information for a purpose other than the performance of its obligations under an Agreement;
- (c) may disclose Confidential Information to any of its directors, officers, employees, professional advisors and contractors or those of its Related Bodies Corporate (each a "Recipient") solely to the extent that disclosure is strictly necessary for the purposes of an Agreement, provided that the Receiving Party ensures that each Recipient complies with the Receiving Party's obligations of confidentiality, and indemnifies the Disclosing Party for all loss and damage incurred as a result of a Recipient's breach of those confidentiality obligations;
- (d) must not disclose Confidential Information to a third party without the Disclosing Party's prior written consent unless otherwise permitted under this clause 35;
- (e) must notify the Disclosing Party immediately if the Receiving Party becomes aware of a suspected or actual unauthorised disclosure of the Confidential Information and must comply with any reasonable direction issued by the Disclosing Party in relation to the Confidential Information; and
- (f) must return, delete or destroy (at the Disclosing Party's option) Confidential Information on the Disclosing Party's request or otherwise when such information is no longer required for the purposes of this Master Agreement or the relevant Agreement, provided that the Receiving Party may retain a copy of the Confidential Information for audit purposes and where required by law.

35.3. Obligations of confidentiality do not apply to Confidential Information which:

- (a) is or becomes publicly available other than through a breach of confidentiality;

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- (b) was independently developed by the Receiving Party without access to the Confidential Information;
- (c) was obtained from a source other than the Disclosing Party without obligation of confidentiality;
- (d) is required to be disclosed by law or regulation, or the rules of any stock exchange provided that the Receiving Party (a) discloses only the minimum amount of Confidential Information required to satisfy the law or rules; and (b) to the extent permitted by law, gives the Disclosing Party Notice prior to such disclosure as soon as practicable.

35.4. The parties acknowledge that a breach of this clause 35 may cause irreparable damage for which monetary damages may be an inadequate remedy. The Disclosing Party may therefore seek injunctive relief against such a breach or threatened breach, in addition to pursuing any remedy at law or in equity.

35.5. Obligations of confidentiality survive termination or expiration of any Agreement and this Master Agreement.

35.6. These obligations remain in force for a period of five (5) years from the date of termination or expiry, or indefinitely for Confidential Information that constitutes trade secrets.

36. Waivers

36.1. Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. No amendment or waiver of any provision of this Agreement. either:

- (a) the sender or, if a corporate party, an authorised officer of the sender; or
- (b) the party's solicitor.
- (c) Any notice is effective for the purposes of this Agreement on delivery to the recipient before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.

37. Governing law and jurisdiction

37.1. Unless set out the contrary in a Work Order, this Agreement shall be governed by and construed with reference to the laws of the State of Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

38. Amendments

38.1. National PC may amend this Agreement at any time by providing at least 30 days prior written notice. If Client does not agree to such amendment, Client may terminate this Agreement on 30 days' notice in writing. If Client agrees or does not object to the

amendment within the 30 day notice period, Client will accept or be deemed to accept, as the case may be, the amendment.

38.2. No amendment shall materially reduce the Client's rights or increase the Client's obligations under this Agreement unless expressly agreed in writing by the Client. If the Client does not consent to a material amendment, the existing terms shall continue until the expiry of the current Term or relevant Work Order.

39. Pre-contractual negotiation

39.1. This Agreement:

- (a) expresses and incorporates the entire agreement between the parties concerning its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties concerning that subject matter or any term of that agreement.

40. Further assurances

40.1. Each party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.

41. Remedies

41.1. Except as expressly provided in this Agreement, the rights and remedies provided hereunder are in addition to, and not exclusive of, any rights or remedies provided by law.

42. Severability

- 42.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or authority of competent jurisdiction, that provision shall be severed or modified to the minimum extent necessary to make it valid and enforceable.
- 42.2. The remainder of this Agreement shall remain in full force and effect and shall not be affected by the invalidity or unenforceability of any other provision.

43. Acceptance by Incorporation

43.1. This Master Services Agreement is incorporated by reference into all Work Orders, Quotes, Proposals, and Statements of Work issued by National PC. By accepting any such document, whether by electronic acceptance, written signature, or other confirmation, the Client agrees to be bound by the terms of this Agreement.

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Schedule 1 – Managed Services Terms and Conditions

Attached

Schedule 2 – Technical Standards

Attached

Schedule 3 – Empower 365 (Microsoft 365 Licensing) Terms and Conditions

Attached

Schedule 4 – Service Level Agreement (SLA)

Attached

Schedule 5 – Telecommunications & ACMA Compliance

Attached