

TERMS AND CONDITIONS OF PURCHASE

The following terms and conditions (General Terms & Conditions) apply to all purchases of goods or services by RCT from you.

1 CONTRACT FOR SUPPLY

1.1 Purchase Order

- (a) From time to time, RCT may issue a Purchase Order to you for the supply of the Goods.
- (b) The Purchase Order will specify the following:
 - (i) the description of the Goods and/or Services required;
 - (ii) the Specifications;
 - (iii) the quantity of the Goods or nature of the Services required;
 - (iv) Delivery Date and/or Completion Date;
 - (v) Delivery Address; and
 - (vi) Contract Price.

1.2 Contract

- (a) If you accept the Purchase Order, a legally binding Contract between RCT and you is formed. In consideration for the Contract Price, you must supply the Goods to RCT in accordance with the Contract. If you do not wish to accept the Purchase Order, you must notify RCT within 5 Business Days from the date of the Purchase Order.
- (b) Each Purchase Order constitutes a separate contract for the supply of the relevant Goods to RCT.
- (c) Each Contract incorporates the General Terms & Conditions in this document and also the Purchase Order. In the event of any inconsistency between the General Terms & Conditions and the Purchase Order, the General Terms & Conditions will prevail to the extent of any inconsistency.
- (d) You agree that any other terms and conditions that you include (or purport to include) in the Contract by way of any written correspondence to RCT (including but not limited to your quotations and proposals) do not form part of the Contract and have no legal effect.

1.3 Terms and conditions in relation to credit facility

- (a) The following applies if RCT has entered into credit payment terms with you:
 - (i) Any term in your credit application that purports to grant consent to you to access, obtain or disclose personal information of any of RCT's directors or employees, is hereby excluded.
 - (ii) If there is any inconsistency between a term in your credit application and any of these General Terms & Conditions, the General Terms & Condition will prevail.
 - (iii) No personal guarantees from RCT's directors or employees will be given as consideration for your supply of Goods to RCT.

2 DELIVERY

2.1 Delivery

- (a) You must deliver the Goods to the Delivery Address on or before the Delivery Date.
- (b) Unless otherwise agreed by RCT, you will:
 - (i) bear the costs of delivery and any other costs associated with the carriage of the Goods (including but not limited to duty, custom, taxes, insurance);
 - (ii) be responsible for custom clearance and any other regulatory approvals required for the Goods; and
 - (iii) be responsible for unloading the Goods at the Delivery Address and handing them over to RCT's Personnel.

2.2 Packing

- (a) You will provide appropriate packing of the Goods to prevent damage during their transit, loading and unloading.
- (b) You must comply with any applicable Laws, industry standards and practices, and the carrier's requirements in relation to the packing, transportation, handling and storage of the Goods.

2.3 Delay in Delivery

- (a) If you are delayed or you become aware of the likelihood of a delay in the delivery of the Goods due to circumstances which you could not reasonably have foreseen and are beyond your control, you must notify RCT as soon as reasonably practicable after becoming aware of such circumstances. In such circumstances or in the event of a late delivery, RCT may:
 - (i) cancel the Purchase Order and source the Goods from other suppliers, if the delay is likely to cause adverse effects on RCT (e.g. impair RCT's ability to deliver its goods or perform services for its customers in accordance with the customer's delivery date); or
 - (ii) extend the Delivery Date.

- (b) If clause 2.3(a)(i) applies:

- (i) you will be liable to RCT for the difference between the Contract Price and the price that RCT pays to the alternative supplier for the replacement goods;
- (ii) you will not be entitled to the Contract Price (or any part of the Contract Price).

- (c) Notwithstanding clauses 2.3(a) and 2.3(b), you acknowledge that RCT is purchasing the Goods to fulfil RCT's obligations to its customer (**Customer Contract**). If your delay in delivering the Goods to RCT causes RCT to breach the Customer Contract, you will be liable to RCT for any liability, damage or costs that RCT suffers under the Customer Contract.

3 ACCEPTANCE OF THE GOODS

3.1 Meaning of Acceptable

- (a) The Goods are Acceptable if:
 - (i) the Goods have been delivered to the Delivery Address;
 - (ii) the Goods are free from defect;
 - (iii) the Goods are fit for RCT's purposes;
 - (iv) the Goods comply with the Specifications;
 - (v) any testing required by RCT has been conducted and the results were satisfactory (if applicable);
 - (vi) the Goods have been Commissioned (if applicable);
 - (vii) any manuals, materials, drawings, documents, documentation and any other information that are associated with the Goods or are reasonably required for the purposes of operating or maintaining the Goods have been provided to RCT (if applicable); and
 - (viii) you have provided all training and instructions (if applicable).

3.2 Inspection and Returns

- (a) After taking delivery of the Goods, RCT may inspect the Goods. If after inspection, the Goods are not Acceptable, it is entitled to reject and return the non-conforming Goods (**Non-Conforming Goods**) to you.
- (b) If RCT rejects the Non-Conforming Goods, it may exercise any of the following options:
 - (i) To purchase replacement goods from another supplier and if it does so, you are to refund any monies paid by RCT for the Non-Conforming Goods and pay RCT for the difference between the Contract Price and the price RCT pays to the alternative supplier; or
 - (ii) To direct you to replace the Non-Conforming Goods.
- (c) If clause 3.2(b)(ii) applies, you must replace the Non-Conforming Goods within the time specified by RCT. If RCT did not specify a time, you must replace the Goods within 7 days commencing from RCT's notice for the replacement of the Non-Conforming Goods.
- (d) You must collect the Non-Conforming Goods from RCT or if RCT agrees, it will organise the return of the Non-Conforming Goods to you but at your expense. You agree that RCT has the right to deduct any delivery costs incurred from the Contract Price.
- (e) Notwithstanding RCT's inspection, you will not be relieved of your obligation to ensure that the Goods comply with the Specifications or comply with the warranties under clause 9.

4 CONTRACT PRICE

- 4.1 Subject to your compliance with your obligations under this Contract and RCT's Acceptance of the Goods, RCT will pay the Contract Price to you.

- 4.2 The Contract Price is the entire consideration for the Goods.

- 4.3 The Contract Price is inclusive of:

- (a) taxes;
- (b) freight;
- (c) handling and storage costs;
- (d) insurance;
- (e) packing costs;
- (f) duty.

- 4.4 The Contract Price is fixed (subject only to price adjustments arising from agreed variations to the Goods or the Specifications).

5 INVOICING AND PAYMENT

- 5.1 After delivery of the Goods, you must provide to RCT an invoice that complies with the requirements of the relevant authority in the Jurisdiction.

- 5.2 The tax invoice must contain the following information:

- (a) reference to the relevant Purchase Order and the Contract;
- (b) detailed description of the Goods delivered and the quantity;

- (c) the Contract Price relating to the Goods (with a detailed breakdown that corresponds with the itemised prices in the Purchase Order);
 - (d) the Delivery Address for the Goods;
 - (e) name and contact details of your Representative; and
 - (f) any other information that RCT reasonably requires.
- 5.3 If your tax invoice does not comply with clauses 5.1 and 5.2, RCT will notify you and require you to comply before RCT pays the invoice.
- 5.4 Subject to RCT's Acceptance of the Goods and clause 5.6, it will pay your invoice within 30 days from the end of the month in which RCT receives the invoice, unless RCT agrees to a different payment term with you.
- 5.5 If RCT disputes your invoice or does not Accept the Goods (or any part of the Goods), RCT has the right to withhold payment of the disputed amount or that amount which relate to the unaccepted Goods.
- 5.6 If RCT pays your invoice before it inspects the Goods, the payment shall not be deemed to be Acceptance of the Goods but is a payment on account only.

6 SET OFF

If RCT owes any amounts to you under this Contract, RCT has the right to set off those amounts against any of your outstanding invoices.

7 VARIATIONS

- 7.1 If RCT wishes to vary any aspect of the Purchase Order, RCT will notify you prior to the delivery of the Goods or completion of the Services. The variation may include a change of the Goods or Services, the Specifications, the Delivery Address or the Delivery Date.
- 7.2 If the variation affects the Contract Price and/or the Delivery Date, you must notify RCT's Representative in writing of your proposed adjustments to the Contract Price and/or Delivery Date within the time specified by RCT or as soon as reasonably practicable. .
- 7.3 You must not perform the variation until RCT has agreed to the adjustment to the Contract Price and/or the Delivery Date.

8 YOUR OBLIGATIONS

You will:

- (a) perform your obligations under this Contract in a professional, diligent and competent manner;
- (b) perform your obligations in a timely manner (including but not limited to delivery of the Goods);
- (c) ensure the Goods are new, of a quality acceptable to RCT and are fit for RCT's purposes;
- (d) comply with the Laws at all times;
- (e) carry out the Services with due care and skill and in a proper and workmanlike manner;
- (f) inform RCT of anything which may affect the Goods' compliance with the Laws;
- (g) hold and maintain all licences, approvals or permits required to perform this Contract;
- (h) ensure the Goods comply with generally accepted industry standards in the Jurisdiction;
- (i) ensure that your Personnel are suitably qualified and trained;
- (j) provide all equipment and resources necessary for the installation of the Goods (if applicable);
- (k) comply with the RCT's (including RCT's representatives and employees) instructions and directions; and
- (l) comply with RCT's (or RCT's customers') site procedures and occupational health and safety policies (if you are required by this Contract to perform any services or works on-site).

9 REPRESENTATIONS AND WARRANTIES

You represent and warrant to RCT that:

- (a) You have the authority to enter and to perform the obligations under this Contract;
- (b) You have the ability, expertise and resources to perform the obligations under this Contract;
- (c) You have complied with all applicable Laws in relation to this Contract;
- (d) Your Personnel are competent and have the necessary skills, training and experience to perform this Contract to the standards required by RCT;
- (e) The Services will be performed with the skill, care and diligence expected of a skilled and experienced professional contractor in the same industry;
- (f) The Goods:
 - (i) complies with the Specifications and this Contract;
 - (ii) are of merchantable quality and fit for RCT's purposes;
 - (iii) are free from defects in design, material and workmanship;
 - (iv) are free from any encumbrances or security interests;
 - (v) do not infringe on any third party's Intellectual Property Rights; and
 - (vi) comply with all applicable Laws and standards in the Jurisdiction.
- (g) The Documentation do not infringe on any third party's Intellectual Property Rights.

10 INTELLECTUAL PROPERTY

10.1 Background IP

- (a) RCT retains ownership of any Background IP or Technical Materials that it provides to you in connection with this Contract.
- (b) RCT grants to you a non-exclusive, non-transferable, revocable licence to use RCT's Background IP and Technical Materials for the sole purpose of performing your obligations under this Contract.
- (c) The licence in clause 10.1(b) ceases upon the completion or termination of the Contract.

10.2 Intellectual Property in the Goods

- (a) If you develop any new Intellectual Property that becomes incorporated into the Goods (Developed IP), you grant to RCT an irrevocable, perpetual and royalty free licence to use the Developed IP (Licence). You also grant RCT the right to sub-license the Licence when RCT supplies the Goods to its customers.

11 CONFIDENTIAL INFORMATION

11.1 Confidentiality Obligations

- (a) Subject to clause 11.2, you must not, and must ensure that your Personnel do not, without the prior written approval of RCT, disclose or use RCT's Confidential Information other than to the extent necessary to fulfil your obligations under this Contract.

11.2 Permitted Exceptions

- (a) Your obligation under clause 11.1 does not apply to disclosures to the extent they are:
 - (i) required by Law (including disclosure to any stock exchange or by any authority);
 - (ii) made to your legal advisers, accountants or auditors for the purposes of their performing of their services to you; or
 - (iii) made to your Personnel on a need to know basis and the Personnel agree to keep the information strictly confidential.

11.3 Return of Confidential Information

- (a) Subject to clause 11.3(b), you must, within 10 days (or any other period agreed by RCT) after a direction by RCT to do so, return or destroy all RCT's Confidential Information in your possession, custody or control.
- (b) You may retain copies of the RCT's Confidential Information to the extent required to retain by Law or in accordance with your bona fide document retention policies or backup procedures, for a period of time which you normally archives similar information for.
- (c) Clause 11.3(b) does not relieve you of your obligations to keep RCT's Confidential Information confidential and secure.

12 WARRANTIES IN RELATION TO THE GOODS AND SERVICES

12.1 You give the following warranties to RCT:

- (a) the Goods will be of acceptable quality, fit for RCT's purposes, perform all of the intended functions and meet RCT's specifications (**Goods Warranty**);
- (b) the Services will not be defective (**Services Warranty**); and
- (c) any Goods or part of the Goods that you have repaired will be of acceptable quality (**Repair Warranty**).

12.2 You agree to give at least the following warranty periods:

- (a) Goods Warranty – 12 months from the Delivery Date or Acceptance, whichever is later;
- (b) Services Warranty - 3 months from the Completion Date or the date of the Commissioning;
- (c) Repair Warranty - 6 months from the Delivery Date or Acceptance of the repaired Goods.

12.3 If at any time after RCT's Acceptance of the Goods, RCT discovers any defect in the Goods or a breach of any of the warranties in clause 12.1, RCT may elect to:

- (a) return the Goods to you and you will refund the Contract Price to RCT; or
- (b) direct you to replace or repair the Goods.

12.4 You will bear all costs in relation to the repair or replacement of any defective Goods or Services during the warranty period, including any freight or transport costs that RCT incurs in relation to the defective Goods.

12.5 This Contract will not exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee right or remedy implied by law (including the Australian Consumer Law) and which by law cannot be excluded, restricted or modified.

12.6 RCT has the full benefit of any manufacturer's warranties that may be applicable to the Goods and you must procure any manufacturer's warranties on RCT's behalf if RCT directs you.

13 RISK AND TITLE

13.1 You will bear the risk in the Goods until such time the Goods (or part thereof) have been delivered to RCT and the risk will accordingly pass to RCT from the time of delivery.

13.2 Title to the Goods will pass to RCT upon RCT's payment of the Contract Price. Notwithstanding title may not have passed to RCT, you agree that RCT may resupply the Goods, use up or incorporate the Goods in RCT's products.

14 INDEMNITY

- 14.1 You will at all times indemnify and keep RCT indemnified from and against any Claims or loss suffered or incurred by RCT, arising out of or in connection with any of the following:
- the Goods and/or the Services were defective, not of acceptable quality or did not comply with the Specifications;
 - your breach of a term, condition, obligation under this Contract;
 - any of the warranties in clause 9 which is false, misleading or incorrect;
 - breach of the warranties in clause 12.1;
 - breach (or alleged breach) of a third party's Intellectual Property Rights arising from the Documentation or RCT's use of the Documentation
 - any loss or damage to the property of RCT or any third party resulting from, or otherwise in connection with the Goods; and
 - personal injury or death of any person resulting from, or otherwise in connection with the Goods.
- 14.2 Your liability under this clause 14 will be reduced proportionately to the extent that RCT's loss or damage was caused by RCT's (or RCT's Personnel) wilful act or negligence.

15 INSURANCE

- 15.1 You must effect and maintain appropriate insurance as required by the Laws of the Jurisdiction and which a contractor would take out in the usual course of its business for the supply of the same or similar goods. These insurances include but are not limited to public liability, product liability, workers compensation and professional indemnity (if applicable).
- 15.2 The insurances in clause 15.1 must provide adequate cover for your risks and liability under this Contract.
- 15.3 You will take out the insurances in clause 15.1 with a reputable insurer.
- 15.4 On RCT's request, you must provide RCT with copies of the certificates of insurance for the insurances in clause 15.1.

16 TERMINATION

16.1 Termination by RCT

- If any of the following occur, then, without prejudice to any other right or remedy which RCT may have against you, RCT may terminate this Contract (in whole or in part) for the supply of the Goods and/or Services immediately by notice in writing to you:
 - You breach any of the terms of the Contract and do not rectify the breach within 14 days after RCT gives a written notice to you;
 - You breach any of the terms of the Contract and the breach is incapable of being remedied;
 - You experience an Insolvency Event;
 - You have undergone a change of ownership or a transfer of more than 50% of shareholding, which in RCT's reasonable opinion may affect your ability to perform your obligations under the Contracts.
- RCT may cancel a Purchase Order by giving at least 14 days written notice, before the Goods are delivered. If the Purchase Order is cancelled under this clause, RCT will reimburse you for any unavoidable costs for goods or materials for which you had entered into binding legal commitments in connection with the Purchase Order, provided you must do all things reasonable to mitigate such costs or to avoid such costs. If RCT pays you for any goods or materials, such items will become RCT's property and you must deliver the items to RCT (unless RCT directs you not to).
- RCT may cancel a Purchase Order by giving at least 14 days written notice, before the Services are performed. If the Purchase Order is cancelled under this clause, you will be entitled to be paid for Services performed up to the effective date of cancellation.

16.2 Your right to terminate

You may terminate this Contract immediately by written notice if RCT is affected by an Insolvency Event.

16.3 Effect of Termination of this Contract

- The rights to terminate this Contract under clause 16.1 shall not prejudice any other right or remedy of RCT in respect of your breach(es) of this Contract.
- Clauses 9, 10.2, 11, 12, 14, 16 and 26 will survive the termination or expiry of this Contract.

16.4 Your Obligations upon Termination of this Contract

You must return all of RCT's Confidential Information and Intellectual Property (including RCT's Background IP and Technical Materials) in your possession. If any RCT's Confidential Information or Intellectual Property are stored in your personal electronic media (including electronic mails), you must destroy them permanently and give a written undertaking to RCT after you have done so.

17 RETURNS OF GOODS

- 17.1 Subject to your consent (which will not be unreasonably withheld), RCT may return the Goods to you after delivery.
- 17.2 The Parties agree to negotiate the terms of the return.

18 SUSPENSION

- 18.1 RCT reserves the right to suspend you from performing this Contract in the event that you are in breach of your obligations under this Contract or in the event of a dispute between you and RCT.
- 18.2 RCT will give you a written notice of at least 5 days before this Contract is suspended.
- 18.3 During the period of suspension, you will not be entitled to claim any payment, charge, expense or disbursement arising from RCT's exercise of its rights under clause 18.1.
- ## 19 CONFLICT OF INTERESTS
- 19.1 You must not, during the term of this Contract, engage (or attempt to engage) in any activity that is likely to compromise your ability to fairly and independently perform your obligations under this Contract. You must immediately disclose to RCT any activity which constitutes or may constitute a conflict of interest.
- 19.2 You must procure that your Personnel do not contravene clause 19.1.

20 BOOKS AND RECORDS

- 20.1 You must keep and maintain accurate books and financial records necessary for the verification of compliance of your obligations under this Contract.
- 20.2 You will, upon request, permit RCT to inspect and make copies of any books and financial records necessary for RCT's verification of compliance of your obligations under this Contract.

21 PRIVACY LAWS

If you receive any Personal Information from RCT or any other information connected to RCT's business, you and your Personnel will:

- comply with all applicable Data Privacy Laws; and
- take all appropriate measures against unauthorised or unlawful Processing of Personal Information and against accidental loss, disclosure or destruction of, or damage to, Personal Information.

22 MODERN SLAVERY

- 22.1 In performing your obligations under this Contract, you will and will ensure that each of your subcontractors will:
- provide all necessary assistance as requested by RCT to enable RCT to comply with its obligations under the Modern Slavery Legislation or RCT's customers requirements; and
 - take reasonable steps to ensure there is no Modern Slavery in your or your subcontractors supply chains or in any of your or your subcontractor's business.
- 22.2 You must maintain a complete set of records in relation to this Contract, and make them available for inspection by RCT upon reasonable notice to trace the supply chain of all Services and Goods provided to RCT in connection with this Contract.
- 22.3 You shall notify RCT as soon as you become aware of any actual or suspected Modern Slavery in a supply chain that has a connection with this Contract.

23 SANCTIONS

- 23.1 You represent and warrant that:
- you are not organised under the Laws of, or located or ordinarily resident in a Sanctioned Country or Territory;
 - are not part of or owned or controlled by the government of a Sanctioned Country or Territory;
 - are not part of or owned or controlled by a Sanctioned Party; and
 - will not directly or indirectly engage with or provide direct or indirectly provide any support, resources or assets to a Sanctioned Party.
- 23.2 You must not provide to RCT any:
- Goods that have been supplied by or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any Goods (or any part of the Goods) which have been produced, manufactured, assembled or processed in a Sanctioned Country or Territory or by a Sanctioned Party;
 - software that has been or supplied from a Sanctioned Country or Territory or developed or supplied by a Sanctioned Party;
 - Services of a Sanctioned Country or Territory origin, including but not limited to any Services performed in a Sanctioned Country or Territory and any Services performed outside of a Sanctioned Country or Territory by an entity organised under the laws of a Sanctioned Country or Territory, or a person ordinarily resident in a Sanctioned Country or Territory; or
 - Services that are performed by a Sanctioned Party or involve a Sanctioned Party in any respect.
- 23.3 If RCT requires, you must before the date of the delivery of the Goods, provide to RCT the export control jurisdiction and classification and harmonised tariff/import code of any Goods, software, technology or other items that you supply to RCT in connection with the Purchase Order.
- 23.4 RCT may immediately terminate the Purchase Order by giving written notice to you if you breach this clause 23 (other than clause 23.3). If RCT terminates the Purchase Order due to your breach of this clause 23 (other than clause

23.3), RCT will not be obliged to return the Goods to you or pay for the Goods and/or Services.

23.5 You indemnify and will keep RCT indemnified from and against any loss, claim, fine, penalty, cost, action, proceeding and damages of whatever nature that RCT may incur or sustain by reason of your breach of any of the terms in this clause 23 (other than clause 23.3).

24 ANTI-CORRUPTION

Each Party, in performing this Contract, must comply with any applicable Anti-Corruption Law and must not give or offer to give, receive, or agree to accept, any payment, gift or other advantage which violates an applicable Anti-Corruption Law.

25 INDEPENDENT CONTRACTOR

25.1 The relationship between you and RCT is that of a contractor (You) and principal (RCT).

25.2 Nothing in this Contract constitutes the Parties as partners or joint venturers or constitutes any Party as the agent of another Party or gives rise to any other form of fiduciary relationship between the Parties.

26 DISPUTE RESOLUTION

26.1 If any dispute arises in relation to this Contract ("Dispute"), the Parties agree to use their best efforts to resolve the Dispute before commencing any legal proceedings.

26.2 Any Party may issue a written notice to the other Party specifying the nature of the Dispute.

26.3 If the Dispute has not been resolved within 45 days after the date of the written notice in clause 26.2, either Party may commence legal proceedings.

26.4 You must continue to perform your obligations under this Contract while the Dispute is ongoing.

26.5 Nothing in this clause 26 prevents a Party from applying to the courts for injunctive relief.

27 GENERAL

27.1 Notices

(a) A notice, consent, information, application or request that must or may be given or made to a Party under this Contract is only given or made if it is in writing and:

- (i) deliver by hand to the Party's Representative or to the Party's Address;
- (ii) sent by pre-paid post to the Party's Address;
- (iii) faxed to the Party's Representative; or
- (iv) sent by electronic mail to the Party's Representative.

(b) A notice, consent, information, application or request is to be treated as given or made at the following time:

- (i) if it was delivered by hand, when the notice was left at the other Party's Address or left with the Party's Representative;
- (ii) if it was sent by pre-paid post, within 3 Business Days after posting;
- (iii) if it was sent by fax, at the time shown in the sender's transmission report that the fax was successful sent, but if the transmission was sent on a day which is not a Business Day or after 5pm at the place of the recipient, it is taken that the notice was given on the next Business Day;
- (iv) if it was sent by electronic mail, at the time the electronic mail was successfully sent, but if the transmission was sent on a day which is not a Business Day or after 5pm at the place of the recipient, it is taken that the notice was given on the next Business Day.

27.2 Governing Law and Jurisdiction

(a) The Parties agree that this Contract shall be governed by and construed in accordance with the laws of the Jurisdiction. If the Jurisdiction is the United States of America, the provisions of the Convention of the United Nations on Contracts for the International Sale of Goods (Vienna Sales Convention) are excluded.

(b) The Parties submit to the courts located within the Jurisdiction.

27.3 Assignment and Subcontracting

(a) You must not assign this Contract or sub-contract any of your obligations without RCT's prior written consent.

(b) The Principal may assign any or all rights and obligations under this Contract to another person.

27.4 Assignment and Subcontracting

(a) If RCT agrees to exclude any term of this Contract during the term of the Contract, RCT will notify you in writing of its position. To avoid any doubt, in such an event, the remaining terms of the Contract will continue in force and will not be affected.

(b) In the event that any term of this Contract is invalid or unenforceable, such term will be void and unenforceable only in this respect and the validity and enforceability of any other provision of this Contract will not be affected.

27.5 Amendments

No amendments or modifications or changes to this Contract shall be binding upon the Parties unless it is made in writing and signed by an authorised representative of each of the Parties.

27.6 Entire Agreement

This Contract constitutes the entire agreement and understanding of the Parties, and supersedes all prior negotiations, understandings and representations, whether written or oral, of the Parties with respect to the subject matter of this Contract.

27.7 Waiver

The waiver by a Party at any time, for non-compliance by the other Party with a provision of this Contract, shall never be construed as a waiver by such Party of any subsequent execution of that provision or a waiver by such Party of the execution of any other provision of the Contract.

27.8 Further Assurances

Each Party must do all things, and must ensure that its officers, employees or representatives do all things reasonably required of it or them by notice from another Party effectively to carry out and give full effect to this Contract and the rights and obligations of the Parties.

27.9 Counterparts

This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

27.10 Security Interests

You must not register any security interest or file any financing statement (or an equivalent instrument) against RCT in relation to this Contract, unless RCT gives prior written consent.

28 DEFINITIONS AND INTERPRETATION

28.1 Definitions

For all purposes of this Contract, the following words and expressions shall have the respective meanings assigned to them below, except where the context otherwise requires:

Acceptable has the meaning given in clause 3.1.

Address means the usual address of a Party for the purposes of communications under this Contract or the Party's registered office.

Anti-Corruption Laws means any anti-corruption Laws that are applicable to either RCT or you (as the context requires) or this Contract.

Background IP means any Intellectual Property of a Party (or licensed to the Party by a third party) which the Party makes available, contributes, brings to or uses in connection with this Contract.

Business Day means a day which is not a Saturday, Sunday or a public holiday in the Jurisdiction where the act is to be performed.

Claim means any claim against a Party including, without limitation, debt, cause of action, notice, demand, action, proceeding, litigation, investigation, judgment, loss, cost, expense or liability of whatever nature however arising and whether present or future, fixed or unascertained, actual or contingent, and arising from Law, equity, statute or otherwise.

Commissioned or Commissioning means the Goods have been fully assembled, installed and tested to RCT's satisfaction.

Completion Date means the date of completion of the Services.

Confidential Information means RCT's technical or commercial information of a confidential nature or which was designated as confidential, including but not limited to policies, productions, procedures, methods, formulations, facilities, products, plans, business transactions, organisations, business relationships, customer list, finances, manufacturing process, business plans, suppliers, research and development, sales information, marketing research and strategies, which may be disclosed, provided or otherwise made available by RCT to you, whether this information has been disclosed before or during the execution of the Contract. However, Confidentiality Information does not apply to any information that is:

- (a) available in the public domain;
- (b) obtained from a third party provided the third party is not in breach of its confidentiality towards RCT;
- (c) that Laws require you to disclose.

Contract means the contract for the purchase of the Goods and/or Services from you by RCT.

Contract Price means the price of the Goods as specified in the Purchase Order.

Data Privacy Laws means all Laws now or in the future relating to data protection, privacy and information security, including all applicable international, regional, federal, or national data protection laws, regulations and regulatory guidance.

Delivery Address means the place or site nominated by RCT for the delivery of the Goods or the provision of the Services.

Delivery Date means the date of delivery of all of the Goods to RCT.

Documentation means all documentation whether in physical form, digital form or in any other format or media, which you provide to RCT in relation to the Goods and/or Services, including but not limited to manuals, instructions, drawings, materials, documents, designs, diagrams.

Goods means the goods (including software if applicable) that RCT wishes to purchase from you.

Insolvency Event means any of the following events:

- (a) voluntary administration;

- (b) any winding up or dissolution proceedings;
- (c) failure to pay debts when they fall due; or
- (d) receivership.

Intellectual Property means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

Intellectual Property Rights means all copyright and analogous rights, all rights in relation to patents, inventions, registered and unregistered trademarks, registered designs, source code, Confidential Information (including trade secrets), Know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Know-how means knowledge, information or know-how in any form, whether that knowledge, information or know-how is confidential or otherwise, including, but not limited to:

- (a) drawings, technical drawings, specifications, schematic diagrams and plans;
- (b) documentation, manuals, instructions and data;
- (c) scientific or other processes, methods and techniques; and
- (d) expertise.

Jurisdiction means any of the following jurisdictions (as the case may be, depending on which RCT entity is the purchaser):

- (a) if the RCT entity is Remote Control Technologies Pty Ltd or RCT Global SPA, the jurisdiction will be Western Australia, Australia;
- (c) if the RCT entity is RCT Global, Inc, the jurisdiction will be the State of Utah, United States of America; or
- (d) if the RCT entity is RCT Technologies Inc., the jurisdiction will be Province of Ontario, Canada.

Law means:

- (a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- (b) common law, code or equity (if applicable); and
- (c) requirements, policies, guidelines, consents, certificates, licences, permits and approvals from an authority (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

Modern Slavery has the meaning given to it in the Modern Slavery Legislation.

Modern Slavery Legislation means the Modern Slavery Act 2018 (Commonwealth of Australia).

Parties mean you and RCT collectively.

Party means either you or RCT, as the context requires.

Personal Information has the same definition as stated in any Data Privacy Laws.

Personnel means a Party's employees, contractors or agents.

Processing means, in relation to information or data, collecting, using or disclosing the information or data and any other operation which may be performed upon the information or data.

Purchase Order means an offer from RCT to purchase Goods and/or Services from you.

RCT means the RCT entity as indicated on the Purchase Order or as determined by RCT. RCT entity includes:

- (a) **Remote Control Technologies Pty Ltd**, a corporation registered in Australia (bearing an Australia Company Number: 009 343 195), having its registered office at Unit 3, 511 Abernethy Road, Kewdale, Western Australia 6155; or
- (b) **RCT Global, Inc**, a corporation registered in the State of Utah, USA, having its principal place of business at Suite 4, 7174 South 400 West, Midvale, Utah 84047;
- (c) **RCT Technologies Inc.**, a corporation registered in the Province of British Columbia, Canada (Incorporation Number: BC1092695) having its principal place of business at 3307 Hwy 144 Chelmsford, Sudbury, Ontario POM 1L0, Canada;
- (d) **RCT Global SPA**, Tax Identification Number 76.981.677-1, having its principal place of business at Reyes Lavalle 3170, office 28, Las Condes, Santiago 7550142, Chile.

Representative means a representative of RCT or you (as the case may be) as the primary point of contact for the relevant Party with respect to this Contract.

Sanctions mean any economic or financial sanction, trade embargo or export control which is imposed, administered or enforced from time to time by Australia, the United Kingdom, the United States, the United Nations, the European Union or any member state of the European Union.

Sanctioned Country or Territory means any country or territory against which Sanctions are imposed, administered or enforced. (being, currently at the time of this document, Cuba, Iran, North Korea, Syria and Crimea).

Sanctioned Party means:

- (a) Any person or entity that is subject to Sanctions; and
- (b) Any entity 50% or more owned or controlled, directly or indirectly by any person or entity described in subclause (a) above.

Services means the services that RCT wishes to purchase from you.

Specifications mean RCT's specifications and requirements for the Goods.

Technical Materials mean, to the extent it relates to the Goods, the models, software (including source code and object code versions), information, design concepts, designs, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, operating instructions, diagrams, charts, specifications, records, concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means

29 Interpretation

In this Contract, unless the context indicates a contrary intention: Headings are for convenience only and do not affect the interpretation of this Contract;

- (a) An obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) A reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) A reference to "Goods" includes Services, where the context requires or permits;
- (d) A reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) A reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (f) A reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (g) A word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) A reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (i) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation;
- (k) A reference to "\$" or "dollar" is to be read with the currency indicated in the Purchase Order or as specified by RCT;
- (l) A reference to any thing is a reference to the whole and any part of it.
- (m) No rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Contract or any part of it.