

PRENAX Pty Ltd, TERMS AND CONDITIONS

1st July 2016

1. Description of Prenax Services

1.1. Prenax offers a procurement and management service whereby Prenax obtains for, and sells and provides subscriptions, publications, memberships and data in online and print formats (below also referred to as "product/s") to its customers at its customers' request. Prenax's customers are thereby offered a coordinated management service in respect of such Publications. Besides ordering their publications and data through Prenax customer services, customers may also access the Prenax Product service through the Prenax on-line service on the internet ("Prenax Online"). This on-line service enables customers to make address changes, cancel certain publications, order certain new publications and make similar changes. In addition, they can gain access to data about the orders they currently hold with Prenax and make searches and compilations of selected parts of Prenax's database.

1.2. Prenax Online is available at Prenax's website, www.prenax.com.au.

1.3. Prenax is entitled at any time to modify Prenax Online on the internet, its offer of procurement and management services and/or implement additional content/functions in any manner it deems suitable at its discretion.

1.4. The Customer undertakes, over and above the terms and conditions of this agreement, to observe the instructions and conditions for using Prenax Online laid down from time to time at Prenax's website or as may be made available to Customer by other means.

1.5. Prenax undertakes to use all reasonable skill and care in the provision of its services to the Customer and its applicable staff and to ensure that its services shall be available for use by the Customer's applicable staff for the duration of this agreement.

2. Prenax Services

2.1. Prenax agrees to obtain for, and sell and provide Publications to, the Customer in accordance with the Customer's orders and the terms and conditions of this agreement and the terms and conditions imposed by the publisher(s) of any applicable Product(s).

2.2. Customer accepts and agrees that each Product that has been ordered by Customer and confirmed by Prenax is binding on Customer. Prenax shall use all reasonable endeavours to obtain a Product for which the Customer places an order and shall keep records of all orders placed. Upon receipt of an order, Prenax shall provide the Customer with a confirmation in respect of that order. In the event of any dispute relating to an order, if Prenax's records of the Customer's order are accurate and consistent with Prenax's confirmation then Prenax shall be entitled to payment of the applicable Product Price (defined below) in respect of the Product concerned.

2.3. As part of the implementation of the service, Prenax agrees to:

- a) Perform an upload of customer subscription data into Prenax Online in an appropriate format
- b) Make available Prenax Online to all users
- c) Provide access to a scheduled, shared online training class. For accounts of over \$50,000 in annual subscriptions, one morning's or afternoon's face-to-face training sessions is provided

d) Give access to online reporting tools to registered users

2.4. Prenax can provide enhanced implementation services to customers, including eProcurement integration, EDI invoicing, website branding and bespoke reporting. These are priced separately and are listed in the "Enhanced Services Appendix" to these Terms & Conditions. If Customer wishes to change the account structure once it is implemented, a one-off fee or a change to the pricing model may be applied.

3. User name and password for Prenax Online

3.1. Prenax Online, requires a user name registered with Prenax and a password. The customer is entitled to change this password at any time, while Prenax is entitled to change the user name at any time. If Prenax makes such a change, the customer will be notified of this by e-mail or ordinary letter in the post as soon as practicable.

3.2. Customer undertakes:

(A) not to reveal its user name or password to others and not to make a note of or store it in such a way that it can be recognised as such or be associated with Prenax Online, and

(B) to notify Prenax immediately if it suspects that an unauthorised person has gained access to its password.

3.3. Customer shall be liable for any loss or damage suffered or incurred by Prenax howsoever if:

(A) Customer deliberately or inadvertently reveals its password to a third party; or

(B) Customer's password in some other way becomes known to an unauthorised person and the customer does not change the password as soon as possible after suspecting this fact and does not notify Prenax as described in 3.2(B) above.

3.4. After Customer has notified Prenax of its suspicion that an unauthorised person has gained access to the Customer's password, the Customer will only be liable to Prenax in respect of any loss or damage referred to in 3.3 above if it has acted fraudulently.

4. Entitlement to withdraw services from Prenax Online

4.1 Prenax is entitled with prior written notice setting out reasons to deny a customer access to Prenax Online if:

(A) there is reason to assume that grounds exist for cancellation of this agreement with immediate effect; or

(B) the customer has given notice of cancellation of this agreement; or

(C) Prenax acting reasonably has cause to believe that the customer is acting in a way which may cause Prenax to suffer a loss; or

(D) there is a reason to assume that there is a risk of unauthorised access to or loss of information.

(E) there is unreasonable aged debt attached to the account

5. Terms of delivery

5.1. Once ordered from Prenax, delivery of any particular Product will be in accordance with the procedures and conditions of the publisher concerned. Delivery from national print publishers usually varies between 1-5 weeks and from foreign publishers delivery can vary between 8-13 weeks. Online delivery of any particular Product as a file or as a website access code may (but may not) be instant. It is the Customer's responsibility to satisfy itself that the particular subscription, publication or other content source and all of the data and information reproduced in such Products will be used in accordance with the applicable publisher's terms and conditions for the Product concerned.

5.2. Delivery of each Product is carried out to the Customer's latest recorded address held by Prenax, i.e. sent by post or, where applicable, by fax, e-mail or the internet in accordance with the Customer's order and the existing terms and conditions of the respective publishers

5.3. Prenax reserves the right to make changes to the terms of delivery of any and all Products. This may (without limitation) arise from changes in a publisher's delivery schedule, consolidation of more than one Product (or part thereof) or even the suspension demise of a particular Product. In doing so, the Customer will be charged or credited in accordance with any additional price change levied by the applicable publisher.

6. Prices

6.1. The price payable by the Customer to Prenax in relation to each Product (the "Product Fee") is the Product rate specified by Prenax at the time when the applicable Product is ordered by Customer in line with the agreed pricing model.

6.2. However, Prenax reserves the right to make changes to the Product rate arising from price changes made by the publishers, including without limitation due to changes in exchange rates and from changes in the Prenax list price. Customer accepts and agrees that additional charges or credits to Customer in respect of such changes may be made without prior notification.

6.3. Prenax's Product rates are stated exclusive of value added tax. Value added tax is payable according to current legislation and Prenax reserves the right to invoice the customer retrospectively for additional value added tax that may occur according to changes in the current legislation and case law or as may otherwise be required.

7. Terms of payment

7.1. Payment of all Product Fees and Management Fees shall be made by the Customer within thirty (30) days from the date of Prenax's invoice to the Customer with respect thereto, unless otherwise specially agreed between Prenax and the Customer. Prenax reserves the right to charge interest at the rate of two percent (2%) per month on late payments provided that no such interest shall be charged in respect of items on invoices for any Product Fee which are the subject of a genuine dispute between the Customer and Prenax.

7.2. If any part of the invoice is disputed, the part in question must be queried by the Customer in writing within 30 days of its receipt of the relevant invoice. The parties will endeavour to resolve any such dispute as soon as practicable, acting reasonably.

8. Cancellation

8.1. The customer accepts the fact that an ordered Product is binding in accordance with this agreement. If the Customer wishes to cancel a subscription of any particular Product, cancellation shall be made in writing by post, e-mail or fax to Prenax customer services, or by using Prenax Online. Prenax shall notify the relevant Publisher of such cancellation as soon as practicable thereafter and shall use its reasonable endeavours to obtain a refund for the Customer for any unused portion of the subscription in accordance with the applicable publisher's or producer's terms and conditions. Prenax shall retain 20% of the refund recovered from the publisher to cover its expenses incurred therein. Some publishers may refuse to refund for any reason. The cancellation of any subscription for a particular Product does not affect the Customer's obligation to pay the Product Fee for the whole subscription period.

8.2. Prenax reserves the right to cancel Product orders and existing subscriptions in the event that the Customer does not comply with any applicable publisher's or producer's terms and conditions or with the terms and conditions of this agreement, the Proposal or the SLA or Prenax's payment terms. Prenax may use any recovered refunds received by Prenax in respect of any cancelled subscription to any Product to pay any sums owed by the Customer to Prenax at such time and will forward any remaining balance to the Customer thereafter.

9. Claims

9.1. Claims regarding an incorrect delivery or non-delivery of any particular issue of any Product which has been ordered by Customer in accordance with this agreement should be made immediately by post, e-mail or fax to Prenax customer services or by using Prenax Online.

9.2. Prenax is unable to guarantee a replacement issue in the event of a claim (because, by way of example and not limitation, the relevant publisher may have run out of copies and is therefore unable to make a replacement).

9.3. If the Customer has not acknowledged in writing receipt of the missing item/s at the end of 60 days from the date of the relevant claim, Prenax will presume that the claim has been resolved and no further action will be taken.

10. Renewal of subscription

Prenax will send the Customer a list of forthcoming products due for renewal (a "Renewal List") every 3 months during the duration of this agreement. Once any Renewal List has been issued by Prenax, each subscription listed on it may be allowed to expire or renew (depending on the agreement) if no notice from Customer requesting that the subscription be renewed or denied is received by Prenax within 30 days from the date of the applicable Renewal List.

If Customer gives to Prenax products that automatically renew, Customer commits to informing Prenax in writing by post or e-mail Prenax customer services, or by using Prenax Online. Prenax shall notify the relevant Publisher that the order will not be renewed under current conditions. A new non-recurring order will be placed. If Customer fails to notify Prenax the auto-renewal nature of specific products within 5 months of expiry, or within the period of time stipulated in the product supply contract, Prenax will be held harmless if the product renews.

11. Storage of information etc.

11.1. Prenax will handle the personal details supplied by the Customer and will store this data. The Customer agrees that this information may be supplied to publishers and other partners (newspaper distributors, for example) engaged by Prenax in order for Prenax to fulfil its commitments to the Customer to the best of its ability. Further, Customer agrees that Prenax shall be entitled to use the personal data for information mailing to the Customer. Individuals are entitled to request to be informed of any personal data held by Prenax concerning them. If these details are incorrect, incomplete or not relevant, they will be entitled to demand that they be corrected or deleted.

11.2. By supplying Prenax with personal details, the Customer also consents to these details being handled by Prenax in the manner stated above.

11.3. Prenax will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data and comply with any other obligations under the Data Protection Act 1998 (the "DPA"). All terms used in this section shall have the same meaning as in the DPA. Prenax will not by any act or omission put the customer in breach of the DPA.

12. Limitation of liability / Warranties and Indemnity

12.1. Neither party to this agreement shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2. Prenax is not liable for losses which arise as a result of interrupted access to Prenax Online or any other electronic information provided, or for loss which arises as a result of an interruption, fault or shortcoming in telecommunications or other form of communication or communications equipment or for another similar reason. Provided that Prenax shall use its reasonable endeavours to ensure the security and integrity of any electronic communications or information sent or received by Prenax in connection with this agreement and to check e-mail correspondence and other electronic information with the latest appropriate anti-virus software, Prenax shall not be liable for losses arising as a result of a message not arriving or becoming corrupted or from manipulation by an outsider to Prenax's website or arising from properties of the customer's own data and communications equipment, software or internet subscription.

12.3. No compensation will be paid by Prenax for loss which arises in other cases if Prenax has exercised normal care. In no event will Prenax be liable to Customer for any consequential or indirect loss (including without limitation any loss of profits). Notwithstanding the above, either party's liability under this agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount of the Product Fee for the Product in question (and the Management Fee payable to Prenax under this agreement) during the period of twelve (12) months prior to the date that the applicable claim is made. This provision shall have no application in relation to Customer's obligations under clause 12.9 to any liability for death or personal injury or arising as a result of fraud nor to any liability which cannot lawfully be excluded or limited.

12.4. Unless otherwise specified at order point, all products in all formats are supplied for individual use. The Customer may not otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use any Product or any materials, articles, information or data reproduced in any Product without the applicable publisher's or producer's or other rights owner's express permission. Without limiting the foregoing, the Customer must not frame or link to any subscribed website without the publisher's or producer's

permission.

12.5. Subscriptions, Publications or databases supplied in connection with Products may include facts, views, opinions and recommendations of individuals and organisations. Prenax is not responsible for any of the same and does not warrant this information for accuracy, completeness of, timeliness of or otherwise endorse the views, opinions or recommendations of others.

12.6. Customer acknowledges and agrees that Prenax has no liability to Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, with respect to any acts or omissions of any publisher or any producer of any Product howsoever or with regards to any Product or any materials, articles, information or data reproduced in any Product.

12.7. Customer warrants and represents that it is entitled to enter in to this agreement and to fully perform its obligations under it.

12.8. Customer warrants and represents that its use of the Publications and the materials, articles, information, databases and data reproduced in any Product under this agreement will not: (i) infringe the rights of any third party including without limitation any publisher or producer of any Product; (ii) breach the terms and conditions of this agreement or any applicable terms and conditions of any publisher or producer of any Product under this agreement; and (iii) contravene any law or regulation.

12.9. Customer shall indemnify Prenax and hold it harmless from and against any and all claims, liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) arising out of or in connection with Customer's negligence, default or breach of this agreement. This indemnity shall cover (but is not limited to) Prenax's liability to third parties arising out of or in connection with Customer's use of any Product or any materials, articles, information, data or databases reproduced in any Product.

13. Duration of agreement and cancellation

This agreement is valid until terminated by either party for any reason by giving no less than ninety (90) days' prior written notice of termination. Except as provided in this clause 13 neither party to this agreement shall have any further obligation to the other under this agreement following its termination. Clauses 6, 7, 8 (insofar as it relates to any right of Customer to receive a refund) and 12 shall survive termination of this agreement and continue in full force and effect. Termination of this agreement shall not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

14. Assignment

The Customer is not entitled, without the prior written consent of Prenax, to assign or transfer wholly or in part its rights or obligations under this agreement.

15. Changes to Prenax's general terms and conditions

Changes to these provisions shall take effect in relation to the customer from the thirtieth (30) calendar day after Prenax has sent the customer by post or e-mail notification of the change. Customer retains the right not to accept changes but must notify Prenax within 30 days of receiving the above notice.

16. Disputes

This agreement and any dispute arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with Australian law and an Australian court of law shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this agreement.

17. Enhanced Services Appendix

Details of enhanced and extra services and prices is available from the Prenax Sales department.

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