

SAMSUNG ELECTRONICS AUSTRALIA PTY LTD

((ACN 002 915 648) an Australian company, with offices located at 3 Murray Rose Avenue, Sydney Olympic Park, New South Wales, 2127 Australia) (“**Samsung**”)

Pro Display X LED Care - STANDARD TERMS AND CONDITIONS (Customer and Reseller)

PART A: GENERAL TERMS AND CONDITIONS

By purchasing the Services you are agreeing to the terms and conditions contained herein. Your attention is particularly drawn to paragraphs A3 and E4 (Customer Obligations) and A6 (Limits and Exclusions of Liability).

A1 STRUCTURE OF SAMSUNG TERMS AND CONDITIONS

A1.1 Subject to A2.2, your Agreement (“**Agreement**”) with Samsung is made up of all of the following elements, which shall be read in the following order of priority in the event of any conflict, ambiguity or inconsistency between them:

A1.1.1 any Statement of Work, Software Description or Services Description for the software or services Samsung is selling to you (or in the case of software, which Samsung is enabling you to licence from Samsung, SEC or a third party);

A1.1.2 Part E (*Standard Services Terms*);

A1.1.3 Part D (*Software and Software Support Terms*);

A1.1.4 Part B (*Charges and Payment*);

A1.1.5 this Part A (*General Terms and Conditions*); and

A1.1.6 Part C (*Products*);

A2 INTERPRETATION

A2.1 The following definitions and rules of interpretation apply in this Agreement.

Affiliate or Affiliates: includes, in relation to either party or any business entity from time to time controlling, controlled by, or under common control with, either party, including in relation to Samsung, SEC, or any direct or indirect subsidiary of SEC.

Applicable Law: means all laws, regulations, secondary legislation or other mandatory code which applies to the party and/or the Products and/or Services.

Background IPR: means Intellectual Property Rights that belong to or are licensed to a party (or that party’s licensors, subcontractors or Affiliates) prior to the date of this Agreement, or that are generated or acquired after the Effective Date independently of this Agreement, or are generated, improved or acquired for application to Samsung’s customers generally.

Charges: means the charges to be paid by the Customer to any Samsung Affiliate under this Agreement as set out in Part B or the SOW.

Credit Customer means a retailer duly authorised by Samsung to purchase Products, Services and/or Software from Samsung using Samsung's credit facility payment method.

Customer means the retailer who purchases Products, Services and/or Software from Samsung in accordance with this Agreement.

Customer Background Material: means all Documents, information and materials provided by the Customer relating to the Services.

Customer Data: means the Confidential Information belonging to the Customer which consists of structured data, personal information (including name, address, position, contact information) application content or business records which Customer provides to Samsung as part of any Services.

Customer Site: The premises where the Customer's product is located and seeking installation.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Consumer: any natural person, who is acting for purposes which are outside his trade, business or profession.

Description: in respect of Services the Service Description; in respect of goods, the Product Description; and in respect of software and software licences, the Software Description.

Deliverables: all Documents, Products and materials developed by any Samsung Affiliate or its agents, subcontractors, consultants and employees in relation to the Services in any form, including but not limited computer programs, data, reports and specifications (including any drafts of the above).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Disclosing Party: means the party to this agreement or its Affiliate disclosing an item of Confidential Information.

Export Control Laws: any applicable law on export control plus the export control laws of the United Kingdom, Australia, United States of America and Republic of Korea.

Force Majeure: refers to an event including, but not limited to, acts of God, war, civil commotion, riot, blockade or embargo, fire, explosion, breakdown, union dispute, earthquake, epidemic, flood, windstorm, lack or failure of sources of supply, the passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any governmental authority, beyond the reasonable control of the parties, whether or not foreseeable, which renders performance impossible or economically impractical.

Foreground IPR: Intellectual Property Rights created specifically and exclusively for the Customer by Samsung or a Samsung Affiliate that are not Samsung Background Materials.

Insolvency Event: means, in relation to a Party (unless otherwise stated), any one or more of the following events or circumstances:

- (a) an application is made to a court for an order (which is not otherwise stayed, withdrawn or dismissed with 30 days), or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
- (b) being in liquidation or provisional liquidation or under administration;

- (c) having a Controller, as defined in the *Corporations Act 2001* (Cth), or analogous person appointed to it or any of its property;
- (d) being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- (e) being unable to pay its debts when they fall due or being otherwise insolvent;
- (f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (g) entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors;
- (h) it ceases to carry on business or threatens to do so, other than for reorganisation or restructuring while solvent;
- (i) any analogous event or circumstance under the laws of any jurisdiction; or
- (j) taking any step or being the subject of any action that is reasonably likely to result in any of the above occurring,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other Party (which approval is not to be unreasonably withheld or delayed).

Intellectual Property Rights or IPR: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Non-Genuine Products: mean any and all products: (i) to which a trade mark or any type of Samsung Background IPR has been affixed without the express written consent from any Samsung Affiliate, (ii) that have not been manufactured by any Samsung Affiliate, (iii) were produced with the intent to counterfeit or imitate products genuinely sold by Samsung or a Samsung Affiliate, or (iv) where any form of Samsung or Samsung Affiliate copyright notice, trade mark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.

Payment Terms Variation means any one or more of the following:

- (a) amending payment terms;
- (b) requiring payment in advance from the Customer in relation to a PO; or
- (c) where the Customer is a Credit Customer, otherwise modifying the terms on which Samsung provides credit.

Personal Information: has the meaning given in the *Privacy Act 1988* (Cth) or such legislation as implements it or replaces it from time to time.

Pro Display X LED Care Services: means the enhanced support services described in clause E12 of this Agreement provided to the Customer in accordance with this Agreement.

Product(s): Samsung LED screens sold or leased to the Customer (under a separate arrangement) on which the Services are to be provided pursuant to this Agreement.

Product Description: Samsung's standard description of the Products, as issued from time to time by Samsung or on behalf of SEC.

Purchase Order: the document titled "purchase order" agreed between the parties.

Recipient: means, the party to this Agreement, or its Affiliate, receiving an item of Confidential Information;

Services: means the services to be provided by Samsung to the customer as outlined in the Service Description.

Software: means any software solution, software application, content or any other material developed or licenced by a Samsung Affiliate for use in any of the Samsung devices but excluding any Samsung Standard Services.

Software Description: Samsung's (or the software licensor's) standard description of the software provided or accessed under this agreement including any "end user licence agreement" or open-source licensing terms associated with that software.

Software Support: means support services for Software, the terms for which will be set out in the Software Description;

SEC: Samsung Electronics Corporation Limited of 416 Maetan-3dong, Yeongtong-gu, Suwon-City, Gyeonggi-do, 443-742, Republic of Korea.

Service Description: for the Pro Display X LED Care Service is outlined in section E12 (Installation) and section E13 (Maintenance), as amended from time to time by Samsung, and any relevant Statement of Work. Different levels of service will be offered based on Customer's purchase.

Samsung Background Materials: any Document, information and material provided by or on behalf of Samsung Affiliate relating to the Services, Products, software or Description, and any Intellectual Property Rights subsisting in them or evidenced by them which (i) existed prior to the commencement of this Agreement, (ii) is developed or created independently of the Agreement or (iii) which is developed in connection with the Agreement but used for multiple customers and/or used just for the customer but not completely and specifically paid for by the customer.

Samsung's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Samsung Affiliate or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate Agreement between the parties under which title passes to the Customer.

Statement of Work (or SOW): a description of the Services being purchased by the Customer, together with the price payable by the Customer to Samsung for those Services.

Third Party: means any person other than Samsung, Samsung Entities and Samsung Affiliates, or Company, or Company's affiliates, agents or employees.

A2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

A2.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

A2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

A2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- A2.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- A2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A2.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- A2.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- A2.10 References to clauses and paragraphs are to the clauses of this Agreement.
- A2.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A3 CUSTOMER'S OBLIGATIONS AND CUSTOMER DELAY

- A3.1 The Customer shall:
 - A3.1.1 perform or procure the performance of any Customer obligations or dependencies set out in Description; and
 - A3.1.2 comply with all Applicable Law.
- A3.2 If Samsung's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees:
 - A3.2.1 Samsung shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; and
 - A3.2.2 where pre-specified charges or payments exist in this Agreement (for example, missed appointment charges in a Service Description) those charges shall apply; and; or
 - A3.2.3 where no –pre-specified charges or payments are specified in this Agreement, Samsung may charge, and the Customer shall pay, the direct costs of mitigating the delay or directly from the prevention calculated (i) in respect of costs at the actual value of such costs and (ii) in respect of labour or time, at the hourly rate of the staff or contractor involved. Samsung shall use reasonable endeavours to mitigate any such costs or charges.

A4 INTELLECTUAL PROPERTY RIGHTS

- A4.1 Except as explicitly set out in this Agreement, each party's Intellectual Property Rights shall be and remain vested in that party or the relevant Affiliate, and no licence or assignment of any Intellectual Property Rights is made by either party.
- A4.2 The Parties agree and acknowledge that:
 - A4.2.1 Samsung and/or Samsung Affiliates are the owners of the relevant Samsung Background IPR (which for the purposes of this clause A4.2 includes any Samsung software subsequently installed by the Customer) and Customer agrees that it will not take any action to challenge or interfere with, directly or indirectly, the validity of the Samsung Background IPR or any Samsung or Samsung Affiliate's use, ownership, or registration of the Samsung Background IPR; and

A4.2.2 any Foreground IPR generated as result of provision of Services shall belong to Samsung and the Customer hereby assigns, by way of present assignment of future rights where applicable, all right title and interest in the Foreground IPR to Samsung;

A4.3 other than Samsung Background IPR and Samsung Foreground IPR, Samsung agrees and acknowledges that the Customer and/or Customer Affiliates are the owners of all information, data and other material loaded, installed or used on any Project Hardware by the Customer and/or Customer Affiliates and/or other suppliers to Customer or a Customer Affiliate.

A5 CONFIDENTIALITY AND SAMSUNG'S PROPERTY

A5.1 Samsung and the Customer shall keep in strict confidence and not disclose the terms and conditions of this Agreement as well as all commercial and technical information acquired in connection with the purpose hereof (hereinafter jointly referred to as "**Confidential Information**") to third parties and not use the Confidential Information for any other purpose other than (in the case of Samsung) the manufacture, sale, delivery of the Products, the licensing of the software and the planning, delivery and execution of the Services and (in the case of the Customer) receipt of the goods, services or software, in each case except with the consent of the other party. The parties undertake that their employees and any other persons authorized by them shall observe the same degree of confidentiality as they would themselves and shall implement necessary internal rules in order to ensure confidentiality.

A5.2 Notwithstanding paragraph A5.1, Samsung may disclose the Confidential Information to any Affiliate, and any subcontractor of Samsung or a Samsung Affiliate who is involved with the manufacture, delivery, licensing or provisioning of the goods, software or services or any Intellectual Property Rights therein to the extent that Samsung reasonably believes necessary for delivery of services to the Customer and related internal reporting and review provided that Samsung imposes upon the Recipient of any Confidential Information a contractual obligation of confidence in respect of the Confidential Information.

A5.3 Upon termination or expiration of this Agreement, the restriction of use and the obligation for the Recipient to keep the Confidential Information confidential shall survive such termination or expiration and continue to be in full force and effect for a period of 4 years.

A5.4 Confidential Information does not include information which:

A5.4.1 is disclosed with the specific prior written consent of the Disclosing Party;

A5.4.2 at the time of disclosure is published or becomes otherwise available to the general public as part of the public domain through no act, failure or negligence of the Recipient and without any breach of this Agreement;

A5.4.3 is rightfully received from a third party without any obligation of confidentiality;

A5.4.4 where the information was developed by, or for, the Recipient independently of any information received under the Agreement and by persons who had no access to, or knowledge of, that information; and/or

A5.4.5 is required to be disclosed under any law, governmental rule or regulation, or court order, provided that where this occurs, the party disclosing the information where practicable and/or permissible consults with the other party on the terms, timing and content of the disclosure and endeavours to limit the scope of the required disclosure.

A6 LIMITATION OF LIABILITY

A6.1 Nothing in this Agreement limits or excludes liability or shall be taken as seeking to exclude or limit, any liability which the applicable law does not permit to be excluded, or, as the case may be, limited, but only to the extent that such exclusion or limitation is not permitted or would

make this Agreement or any part of it void, voidable or unenforceable. Depending on the applicable law, this may include wilful abandonment, gross negligence, death or injury caused by negligence, fraud, fraudulent misrepresentation or warranties as to ownership which cannot be excluded by law.

A6.2 Subject to clause A6.1 and Part E (*Services*), Samsung shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any of the following types of loss, whether direct or indirect:

- A6.2.1 loss of or corruption to software;
- A6.2.2 loss of profits;
- A6.2.3 loss of sales or business or business opportunities;
- A6.2.4 loss of agreements or contracts;
- A6.2.5 loss of anticipated savings;
- A6.2.6 loss of or damage to goodwill;
- A6.2.7 loss of use or corruption of software, data or information;
- A6.2.8 any indirect or consequential loss.

A6.3 Subject to paragraph A6.1 and A6.2, Samsung's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or the subject matter of this Agreement shall be limited to:

- A6.3.1 in respect of all claims (connected or unconnected) in the aggregate, 100% of the charges paid or payable by the Customer to Samsung for the 12-month period leading up to the date of the claim.

A7 TERM AND TERMINATION

A7.1 If the Customer has entered a Master Terms of Trade Agreement (**MTOT**) or Master Distribution Agreement (MDA) or Master Supply Agreement (MSA) with Samsung, the term of this Agreement will be the same as that of the MTOT, MDA or MSA and this Agreement will immediately terminate upon expiration or termination of the MTOT, MDA or MSA (as relevant). If there is no MTOT, MDA or MSA between Samsung and the Customer, the term of this Agreement will be as specified (in order of priority) in the Purchase Order, Statement of Work or relevant Description (as the case may be) (the "**Term**"). If no Term is specified in any agreed document, either party may terminate this Agreement on giving 90 days' written notice to the other. If the parties continue to work with each other after expiry of the Term, this Agreement shall automatically apply to any future services provided by the Samsung to the Customer unless the Parties agree otherwise in writing.

A7.2 Either party may, without prejudice to its other rights or remedies, suspend or terminate this Agreement with immediate effect by written notice to the other party if one or more of the following events occurs:

- A7.2.1 the other party commits a material breach of the Agreement (being a single event or a series of events which together amount to a material breach) which:

- A7.2.1.1 is capable of being remedied and following notice from the other party requiring the party to cure the breach, that party does not cure the breach within thirty (30) days of the

receipt of written notice of the breach; or

A7.2.1.2 is not capable of being remedied (other than by the payment of money);

or

A7.2.2 an Insolvency Event occurs in respect of the other Party.

A7.3 Without limiting any other rights contained herein, Samsung may terminate this Agreement for any reason upon providing not less than 90 days' prior written notice at any time to the Customer.

A8 CONSEQUENCES OF TERMINATION

A8.1 On termination or expiry of this Agreement:

A8.1.1 the Customer shall immediately pay to Samsung all of Samsung's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Samsung may submit an invoice, which shall be payable immediately on receipt;

A8.1.2 the Customer shall, within a reasonable time, return all of Samsung's Equipment, Samsung Background Materials and Deliverables which are the property of Samsung.

A8.1.3 the Customer shall comply with its Exit obligations under the Service Description;

A8.1.4 the following paragraphs shall continue in force (to the same extent as they applied during the Term) A6, A7.3, A8, A13, A14, D1, and E6.4.

A8.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

A8.3 If the Customer wrongfully terminates, or purports to terminate this Agreement, or Samsung terminates this Agreement under A7.2.1, then Samsung may recover any costs or termination or lost profit incurred as the result of the termination or purported termination. The parties may agree a pre-agreed termination fee in lieu of or part of Samsung's rights to claim under this clause.

A9 FORCE MAJEURE

Unless the provisions of clause E5 applies, Samsung shall not be held liable for non-performance, in full or in part, of its obligations defined in this Agreement if such non-performance is caused by an event of Force Majeure.

A10 ANTI-BRIBERY

A10.1 Each party represents, warrants and covenants that:

A10.1.1 it is fully aware of and will comply with, and in the performance of its obligations under this Agreement will not take any action or omit to take any action that would cause either party to be in violation of, (i) any applicable anti-corruption laws, or (ii) any regulations promulgated under any such laws:

A10.1.2 to its best knowledge, neither it nor any of its employees has offered, promised, made or

authorized to be made, or provided any contribution, thing of value or gift, or any other type of payment to, or for the private use of, directly or indirectly, any official or employee of any government (or any department, agency or instrumentality of any government), political party, state owned enterprise or a public international organization such as the United Nations, or a representative or any such person (each, an “**Official**”) for the purpose of influencing or inducing any act or decision of the Official to secure an improper advantage in connection with, or in any way relating to, (A) any government authorization or approval involving the supply of these goods or services, or (B) the obtaining or retention of business in relations to these goods or services.

A10.1.3 it will not in the future offer, promise, make or otherwise allow to be made or provide any such payment and that it will take all lawful and necessary actions to ensure that no such payment is promised, made or provided in the future by any employee of the party.

A10.2 Each party shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures that are adequate to ensure compliance with any applicable anti-corruption laws.

A10.3 Each party represents, warrants and covenants that neither it, nor any of its employees, have provided or offered, or will provide or offer, any illegal or improper bribe, kickback, payment, gift or anything of value (but excluding any reasonable and ordinary business entertainment or gifts of an unsubstantial value that are customary in local business relationships and permitted by applicable law) to Samsung, the Customers or their respective directors, officers, employees and representatives in connection with this Agreement, or any resale of the Products hereunder.

A11 EXPORT CONTROL, TRANSPORT, CUSTOMS

A11.1 Each party acknowledges that any products, Services, Documentation or other information disclosed under this Agreement may be subject to the export laws and regulations of Australia, the United States of America, the European Union and national laws (“**Export Control Laws**”) and any use or transfer thereof must be made in compliance with such regulations. Each party shall not transfer, directly nor indirectly, any Product, Document or other information furnished under this Agreement to any country or person without first obtaining all required licenses or other governmental approvals and otherwise complying with all relevant export control laws including the Export Control Laws.

A12 CONSUMER PROTECTION, WASTE

A12.2 Where the Agreement requires Samsung to deliver Products, Software or Services directly to end users and/or to replace electrical or electronic equipment (“**EEE**”) already owed or used by or on behalf of that end user, then unless any agreed SOW specifically states that Samsung is to be responsible for disposal of EEE, then as between the parties Customer shall be responsible for:

A12.2.1 compliance with, and discharging any relevant obligations imposed on it under, all applicable environmental laws;

A12.2.2. ensure that there is no risk of harm to the environment arising out of, or in any way in connection with, the disposal of waste; and

A12.2.3 indemnifies Samsung from and against any claim or Loss suffered or incurred by Samsung arising out of, or in any way in connection with, any breach by the Customer of its obligations under this clause.

A13 STANDARD PROVISIONS

A13.1 *Electronic Transactions*: If the Parties specifically agree in writing to do business electronically:

A13.1.1 electronic transactions under this Part A shall mean signing contracts or placing or accepting orders;

A13.1.2 the Parties will not legally contest the validity or enforceability of electronic transactions;

A13.1.3 electronic transactions will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as if they were hard copy signed documents;

A13.1.4 electronic transactions may be conducted through Electronic Data Exchange (EDI) or other electronic methods that the Parties may agree to; and

A13.1.5 each Party shall use commercially reasonable security measures to limit access to passwords and to limit access to the sites used to process electronic transactions, to authorized persons. Each Party shall be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures.

A13.3 *Variation*: Subject to clause B2.4, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

A13.4 *Waiver*: The rights and remedies of each party under, or in connection with, the Agreement may be waived only by express written notice to the other party. Any waiver shall apply only in the instance, and for the purpose for which it is given. No right or remedy under, or in connection with, the Agreement shall be precluded, waived or impaired by: any failure to exercise or delay in exercising it, any single or partial exercise of it, any earlier waiver of it, whether in whole or in part; or any of the above in relation to any other right or remedy (be it of similar or different character).

A13.5 *Severance*: If any provision of the Agreement is or becomes illegal, invalid or unenforceable, in any respect: it shall not affect or impair the legality, validity or enforceability of any other provision of the Agreement; and the parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible. If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable.

A13.6 Assignment etc:

A13.6.1 Samsung may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement provided that it gives prior written notice of such dealing to the Customer.

A13.6.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

A13.7 *Financing*: Samsung may assign this Agreement or any of its rights thereunder in whole or in part, to a Samsung Affiliate for the purposes of financing without prior notice to or consent of Customer. Samsung may, without notice to or consent of Customer, release information that Samsung holds about this Agreement and Customer for these purposes. Each successive assignee of Samsung shall have all of the rights under this Clause but none of the obligations of Samsung under this Agreement. Customer shall continue to look to Samsung for the performance of Samsung's obligations under this Agreement, including the provision of Services and Customer waives and releases any assignees of Samsung pursuant to this Clause

from any claim arising from the performance of Samsung's obligations under this Agreement. Customer shall not assert (including by way of defence, counterclaim or set off) against any assignees of Samsung any claim that Customer has against Samsung. In the event of an assignment by Samsung, Customer shall remit payments due in accordance with remittance instructions of the assignee.

A13.8 *Rights and Remedies*: The rights and remedies arising under, or in connection with, the Agreement are cumulative. Any termination of the Agreement and/or parts thereof does not affect any accrued rights or liabilities of either party and nor does it affect the coming into force or the continuance in force of any provision of the Agreement that is expressly or by implication intended to come into or continue in force on or after such termination.

A13.9 *No partnership or agency*: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

A13.10 *Entire Agreement*: This Agreement constitutes the entire Agreement between the parties relating to its subject matter and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to or associated with its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud. Unless specifically stated in the SOW, these terms do not replace or amend:

A13.10.1 any Agreement physically signed in writing between the Parties relating to the subject matter of this Agreement;

A13.10.2 any Agreement on Samsung standard terms relating to either the subject matter of this Agreement or standard distribution or reseller Agreements; or

A13.10.3 any Agreement with any Samsung Affiliate relating to the subject matter of this Agreement.

A13.11 *Admissibility of Counterparts*: This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

A13.12 *Governing Law*: Subject to clause E7 this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New South Wales, Australian. Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the New South Wales courts.

A13.13 *Disputes*: Samsung and the Customer agree that any conflict, dispute, controversy, or claim arising out of or relating to this Agreement or the relationship created by this Agreement, with respect to contractual or non-contractual obligations, (the "Dispute") shall first be resolved by escalating the Dispute to their respective business managers. Within fourteen (14) days of written notice of a Dispute, the business managers shall meet in person or by phone and work in good faith to resolve the Dispute including by way of appointment of a mutually agreeable mediator to resolve the Dispute.

A14 NOTICES

A14.1 Any notice given by one party to another under the Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given on the Purchase Order and in all cases marked for the attention of any person listed on the Purchase Order (or, if no-one is identified) the Chief Executive Officer in relation to the Customer and the in relation to Head of Service Department in Samsung. Notices under the Agreement shall not be validly served by email.

A14.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5.00pm in which case they shall be given on the next Business Day. Notices sent by prepaid first class post or special delivery shall be deemed to have been given two (2) Business Days after the date of posting.

A14.3 Either party may vary its address and/or contact for notices by giving notice to the other. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

A15 PERSONAL PROPERTY AND SECURITIES ACT

A15.1 The Customer acknowledges and agrees that, for the purposes of the PPSA, the Customer creates in favour of Samsung a security interest in:

- (a) all Services, Products and Software supplied to or held by the Customer on retention of title terms under this Agreement;
- (b) all proceeds of the sale of those all Services, Products and Software; and
- (c) where proceeds constitute an "account" for a customer of the Customer, those accounts as original collateral.

A15.2 The Customer consents to Samsung effecting and maintaining a registration on the register (in any manner it considers appropriate) in relation to the security interest contemplated by this Agreement and agrees to sign any documents and provide all assistance and information to Samsung required to facilitate this. Samsung may at any time register a financing statement or financing change statement in respect of any security interest created by the arrangements contemplated by this Agreement. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register.

A15.3 The Customer undertakes to:

- (a) do anything (including executing any new document or providing any information) that is required by Samsung to enable Samsung to acquire and maintain a perfected security interest under the PPSA in respect of the all Services, Products and Software and in the proceeds of the sale of those all Services, Products and Software which is enforceable, perfected or otherwise effected against the Customer and third parties;
- (b) not register a financing change statement in respect of any security interest contemplated by this Agreement without the prior written consent of Samsung; and
- (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the all Services, Products and Software supplied to it by or on behalf of Samsung or in the proceeds of the sale of those all Services, Products and Software in favour of a third party without the prior written consent of Samsung.

A15.4 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with this Agreement, the following provisions will not apply and the Customer will have no rights under them: section 95, section 121(4), section 125, section 129(2) and 129(3), section 130, section 132(3)(d), section 132(4), section 135, section 142 and section 143.

A15.5 Unless otherwise agreed and to the extent permitted by the PPSA, Samsung and the Customer agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person requested by an interested person. The Customer agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

A15.6 In this Agreement, “PPSA” means the *Personal Property Securities Act 2009* (Cth) (as amended from time to time) and any regulations in respect it (as may be promulgated or amended from time to time) and the following words have the respective meanings given to them in the PPSA: collateral; financing change statement, financing statement, interested person, register, registration, security agreement, security interest and verification statement.

PART B: CHARGES AND PAYMENT

B1 Quotes and Orders

B1.1 Unless otherwise stated in a written agreement signed by Samsung, the terms contained in this Agreement apply exclusively to all quotations made by Samsung to the Customer in relation to the sale of the Products, Services and/or Software and to all purchase orders received by Samsung from the Customer in relation to the Products, Services and/or Software (**Purchase Order** or **PO**).

B1.2 The Customer may order Services and/or Software under this Agreement from Samsung by placing a PO in accordance with Samsung’s instructions.

B1.3 Subject to this Agreement, no PO shall be binding on Samsung unless and until Samsung issues to the Customer a written sales acknowledgement in response to the PO (**Written Sales Acknowledgement**).

B1.4 The acceptance of the Customer’s PO is conditional upon the Customer’s assent to the terms and conditions in this Agreement and in Samsung’s invoices, incorporated by reference herein, in lieu of the terms (if any) contained in the Customer’s PO.

B1.5 Samsung hereby rejects all provisions from the Customer (if any are contained in the Customer’s PO) that conflict with or are inconsistent with the terms herein.

B1.6 Samsung’s failure to specifically object to any of the provisions contained in any of the Customer’s documentation (including a PO) shall not be deemed to be a waiver of clauses B1.4 and B1.5.

B2 GENERAL

B2.1 In consideration of the provision of the Services and/or Software (as applicable) by or on behalf of Samsung, the Customer shall pay the Charges as set out in the PO. Samsung will determine on what payment terms it will provide the Services and/or Software to the Customer. Samsung may use credit terms, payment in advance terms or payment on delivery terms or any combination or variation thereof at its absolute discretion, in respect of any PO accepted by Samsung in accordance with clause B1.

B2.2 Unless otherwise specified by Samsung, where the Customer is a Credit Customer, the terms of payment are thirty (30) days from the date of Samsung’s statement of account. For the avoidance of doubt, all payments must be received by Samsung from the Customer no later than the final Business Day of the relevant month following Samsung’s statement of account.

B2.3 The Parties agree that the Customer’s obligation to make payment of its account to Samsung in accordance with clause B2.1 is an essential term and that time is of the essence in respect of the Customer’s obligation to perform.

B2.4 Samsung reserves absolutely the right to, at any time during the Term make a Payment Terms Variation.

B2.5 If the Customer fails to comply with, or defaults in any way in relation to, its payment terms (**Payment Terms Default**), Samsung reserves the right to suspend or cancel delivery of Services and/or Software under any or all POs accepted by Samsung or any other agreement or arrangement under which Samsung is to supply Services and/or Software to the Customer.

B2.6 On the happening of a Payment Terms Default, all of the Customer’s obligations under this Agreement to Samsung shall become immediately due and payable without delay. In such

circumstances, the Customer is under an obligation to assist Samsung in relation to the recovery of all amounts owing to Samsung including to ensure that the owners or tenants of any premises where Products, Services and/or Software (in respect of which Samsung has yet to receive payment from the Customer) are provided, consent to Samsung or its representatives entering those premises in order to take an inventory of the Products and/or to retrieve the Products, Services and/or Software.

B2.7 When partial deliveries are made, each partial delivery shall be deemed a separate PO on the same terms and conditions provided in the relevant Written Sales Acknowledgement previously issued. Payments for each partial delivery shall become due in accordance with the terms specified in the Written Sales Acknowledgement. If Samsung accepts partial payment for an invoice, such acceptance will not constitute a waiver of Samsung's right to collect the balance.

B2.8 All payments are quoted in and are to be paid in Australian dollars (AUD).

B2.9 If the Customer breaches the Agreement:

- (a) Samsung is entitled to do any one or more of the following (at its discretion and without waiving any claims in law or equity):
 - (i) make a Payment Terms Variation;
 - (ii) refuse to accept any PO submitted by the Customer; or
 - (iii) cancel any accepted PO then outstanding; and
- (b) all amounts owing by the Customer to Samsung will then be due and payable.

The rights and remedies set out in this clause B2.9 are in addition to, and do not in any way limit, any other right or remedy provided under this Agreement, at law, in equity, by statute or otherwise.

B2.10 The Customer must pay interest on any amount that is not paid when due. The interest:

- (a) must be paid on written demand given to the Customer by Samsung; and
- (b) is calculated from and including the day such payment falls due up until, but excluding, the day on which it is paid in full, at the Prescribed Rate.

B2.11 Samsung's right to require payment of interest under this clause B2 does not affect any other rights or remedies it may have in respect of a failure to pay an amount due under this Agreement.

B2.12 "**Prescribed Rate**" means, for any day, the Bank Bill Rate for that day plus 2%, and **Bank Bill Rate** means, for a particular day:

- (a) the rate, expressed as a yield per cent per annum (rounded up, if necessary, to 4 decimal places) quoted as the average bid rate on the Reuters monitor system page "BBSY" (or any page that replaces that page) at about 10.30 am (Sydney time) on that day, for bank bills that have a tenor of ninety (90) days; or
- (b) if no average bid rate is published in accordance with the sub-clause above, the bid rate available to the person to whom interest is to be paid at about 11.00 am (Sydney time) on that day, as conclusively determined in good faith by that person, for bank bills that have the tenor described in the sub-clause above.

B3 TITLE AND RISK

B3.1 Risk to the Products, Services and/or Software supplied under this Agreement passes to the Customer on delivery.

B3.2 Samsung delivers the Products, Services and/or Software provided under this Agreement to the Customer on a retention of title basis. Title to Products, Services and/or Software will pass to the Customer only after full payment for them is made to, and received by, Samsung. For the avoidance of doubt, for so long as Samsung retains title to the Products, Services and/or Software, the Customer has no ownership, property or rights in the Products, Services and/or Software and holds them as a mere bailee for Samsung.

B4 SET OFF

Notwithstanding anything to the contrary in this Agreement, Samsung may set-off any amount due to it from the Customer against any amount due to the Customer by Samsung.

B5 GST, WITHHOLDING TAX

B5.1 Samsung and/or relevant Samsung Affiliate has excluded GST and any withholding taxes from all Charges set out in this Agreement, quote, product description, purchase form or SOW unless explicitly stated in such documents as having been included.

B5.2 All such taxes of the type referred to in B5.1 will be applied to the invoices in accordance with local laws and payable by Customer. Should Customer be required by law to make any such deduction or withholding, Customer shall provide Samsung/Samsung Affiliate with all certificates of payment and certificates of residence to enable Samsung/Samsung Affiliate to obtain a tax or other credit in respect of such deduction or withholding and the parties agree to cooperate and do all things necessary to take full advantage of any double taxation treaty that may be available.

B5.3 If any withholding or deduction of tax for any reason must be deducted from any amount payable or paid by Customer to Samsung/Samsung Affiliate under this Agreement for which Samsung/Samsung Affiliate does not receive a full tax credit, Customer shall pay such additional amounts as may be necessary to ensure that Samsung/Samsung Affiliate receives a net amount equal to the full amount which it would have received had payment not been made subject to such tax or withholding. Samsung shall procure that relevant Samsung Affiliate accounts for all local taxes payable in connection with the Charges and/or Services to the relevant taxation authorities

PART C: PRODUCTS

C1. PRODUCT ELIGIBILITY

C1.1 The sale of any Products on which the Services are to be provided shall be governed by the conditions of sale between the Customer and the party selling the products to the Customer.

C1.2 Customers will only be eligible to purchase the Services if they have separately purchased the Products.

PART D: SOFTWARE AND SOFTWARE SUPPORT TERMS

D1. LICENSING

D1.1 Subject to D1.3 below, the terms of the licence that apply to any Software provided by Samsung are the terms of the End User Licence Agreement (“EULA”) for that Software as identified in the Software Description or available from <https://displaysolutions.samsung.com/member/terms-conditions>.

D1.2 All Software is licenced not sold, and the licensor is the party identified in the EULA.

D1.3 The terms of this Agreement relate only to the sale and purchase of the licence granted on the terms of the EULA, and do not apply to, alter, amend or vary the terms of the licence (i.e. the EULA) itself.

D1.4 Diagnostic software (i.e. software which identifies faults, or usage patterns or levels but no personal data and reports these to Samsung) (“**Diagnostic Software**”) may be embedded in, reside on, or may be loaded onto a Samsung device. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Samsung. Title to Diagnostic Software shall at all times remain solely with Samsung or Samsung's licensors. The Customer agrees that (i) the Customer’s acquisition of a Samsung device does not grant the Customer a license or right to use Diagnostic Software in any manner, and (ii) that unless separately licensed by Samsung to do so, the Customer will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). The Customer agrees at all times (including subsequent to the expiration of this Agreement or a unit of Samsung brand device hereunder) to allow Samsung to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.

D2. THIRD PARTY SOFTWARE

D2.1 The Customer’s use of any Third Party Software provided by Samsung is subject to the terms of the Third Party Software licences.

D2.2 The Customer shall comply with the Third Party Software licences and shall hold Samsung fully indemnified for any losses it may suffer if the Customer breaches this clause.

D2.3 Samsung makes no representation that the operation of the software supplied to the Customer under this Agreement will be uninterrupted or error free or that any specific requirement that the Customer may have requested will be met.

PART E: STANDARD SERVICE TERMS

E1 For the purposes of this Part only, references to “Customer” include any third party service provider or outsourcing company providing the Services to a Customer.

E2. Not used

E3. SAMSUNG'S OBLIGATIONS

E3.1 Samsung shall, or procure that its subcontractors shall:

E3.1.1 deliver the Services exercising all due care and diligence normally and customarily exercised by professional service providers engaged in performing services of a similar kind to the Services and in accordance with the terms of this Agreement;

E3.1.2 comply with any project plan agreed with the Customer; but any such dates set out in the project plan shall be estimates only and time for performance by Samsung shall not be of the essence of this Agreement; and

E3.1.3 observe all health and safety rules and regulation and regulations and any other reasonable security requirements that apply at any of the Customer’s premises and that have been communicated to it in advance in writing provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

E3.2 Except to the extent that E3 or the Service Description requires provision by the Customer, Samsung shall ensure that it provides and maintains all information, rights, permissions, Consents, technology, facilities, premises, management, staff, expertise, equipment and other

resources necessary to enable it to fulfil its obligations under the Agreement.

E3.3 Samsung shall otherwise perform its obligations under this Agreement in accordance with all Applicable Law.

E3.4 Samsung or its subcontractors shall provide the Services between the hours of 9am – 5pm, Monday to Friday (excluding public holidays) unless otherwise agreed in writing between the parties.

E4. CUSTOMER'S OBLIGATIONS

E4.1 In addition to its obligations under paragraph A3, the Customer shall:

E4.1.1 reasonably co-operate with Samsung in all matters relating to the Services;

E4.1.2 subject to the Customer's usual security requirements provide, for Samsung, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Samsung or any of them;

E4.1.3 provide, in a timely manner, such Customer Background Material and other information as Samsung may require, and ensure that it is accurate in all material respects;

E4.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Samsung of all of the Customer's obligations and actions under this Clause; and

E4.1.5 inform Samsung of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises.

E4.2 The Customer shall not, without the prior written consent of Samsung, at any time from the date of this Agreement to the expiry of 12 months after the termination or expiry of this Agreement, solicit or entice away from Samsung or employ or attempt to employ any person who is, or has been, engaged as an employee of Samsung nor a Samsung Affiliate in the provision of the Services provided this shall not apply in case of any application by such employees responding to a published vacancy by the Customer and/or the Customer's Affiliates.

E5. FORCE MAJEURE AND BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)

E5.1 Subject to the exceptions set out in paragraph E5.2 neither party shall be liable to the other for delay or non-performance of its obligations under the Agreement to the extent that this is due to a Force Majeure Event.

E5.2 A party cannot claim relief from liability where the Force Majeure Event is caused by its (or its Sub Contractors') neglect, failure to take reasonable precautions against the relevant Force Majeure Event, or is caused by its agents, employee(s), Sub Contractors or Samsung (unless such failure is itself the result of a Force Majeure Event).

E5.3 Where Samsung is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event is shall either notify the Customer directly or give a general support or service management notification. Where the Customer is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event is shall notify Samsung as soon as reasonably possible in writing with reasonable details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration. The affected party shall endeavour to mitigate the effect of the Force Majeure Event upon the performance of its obligations under the Agreement, and shall keep the other party updated on its progress in doing so and on the on-going impact of the Force Majeure Event. Samsung may give any

notice or information under this provision by way of a website or general support announcement or other mechanism that applies to multiple customers.

E5.4 Subject to paragraph **E5.6**, as soon as reasonably possible following the end of the Force Majeure Event and subject to any clauses appointing Third Parties to provide the Services, the affected party shall notify the other and the Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.

E5.5 If any Force Majeure Event prevents a party from fulfilling its material obligations under the Agreement for a continuous period of more than thirty (30) days either party may terminate the affected Agreement with written notice to take immediate effect.

E5.6 Except to the extent specified in the Service Description or Special terms in the SOW, the Services do not include any business continuity, disaster recovery, data backup or data restoration on for the Services.

E6. CHANGE CONTROL

E6.1 If either party requests a change to the scope or execution of the Services, and the service is one which Samsung or its subcontractor is prepared to change or individually tailor, Samsung shall, within a reasonable time, provide a written estimate to the Customer of:

E6.1.1 the likely time required to implement the change;

E6.1.2 any necessary variations to Samsung's charges arising from the change;

E6.1.3 any other impact of the change on this Agreement.

E6.2 If the Customer wishes Samsung to proceed with the change, Samsung has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with its terms.

E6.3 Samsung may, from time to time and without notice, change the Services in order to:

E6.3.1 comply with any applicable safety or statutory requirements; or

E6.3.2 provide general service improvements or better alignment with other Samsung Services;

provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Samsung will notify Customer of any such changes, and Customer may reject the changes by giving notice in writing.

E6.4 Samsung may charge for the time it spends assessing a request for change from the Customer on a time and materials basis in accordance with paragraph **ERROR! REFERENCE SOURCE NOT FOUND.**

E6.5 Where broadly equivalent services are being provided to Customer Affiliates in more than one country, the parties shall manage control centrally as far as reasonably possible.

E7. DISPUTES

E7.1 Where the Purchase Order includes any elements of services, the law to be applied for the purposes of paragraph A13.13 is the laws of New South Wales, Australia and the courts of New South Wales, Australia shall have exclusive jurisdiction.

E7.2 If a dispute arises out of or in connection with this Agreement or the performance, validity or

enforceability of it (“**Dispute**”) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

E7.2.1 where the Parties have service managers who are in contact, that they shall endeavour to resolve the dispute by internal escalations;

E7.2.2 where the Parties have no existing service management relationship, the disputing party shall give the other written notice of the Dispute, setting out its nature and full particulars (“**Dispute Notice**”), together with relevant supporting documents. Both parties shall appoint representatives to discuss and endeavour to resolve the dispute;

E7.2.3 if the parties fail to resolve the dispute by information discussion, they may, if they both agree to do so, refer the matter to arbitration in accordance with the ACICA Arbitration Rules or other agreed process. Unless otherwise agreed between the parties, there will be one arbitrator and the seat of arbitration shall be Sydney, Australia.

E10. CUSTOMER DATA AND DATA PROTECTION

E10.1 To the extent that the Services include Customer handling Customer Data:

E10.1.1 Samsung acknowledges that Customer Data is the property of the Customer, a member of the Customer Group or the Customer’s customer, as the case may be and the Customer reserves on its behalf and on the behalf of the members of the Group and the Customer customers, all Intellectual Property Rights which may, at any time, subsist in Customer Data.

E10.1.2 The Customer warrants and agrees that it will only disclose Customer Data to Samsung with consent of the relevant customers. Samsung shall only store, copy or use Customer Data to the extent necessary to perform its obligations under the Agreement and shall not disclose it to any Third Party without the prior written approval of Customer.

E10.1.3 In the event that, at any time, through the provision of the Services, Samsung or any subcontractor is deemed to be the owner of any database right or other Intellectual Property Rights in or in relation to any Customer Data, Samsung shall immediately assign all Intellectual Property Rights in that Customer Data to Customer, and shall do such things, and shall procure that any subcontractor assigns and does all such things, as Customer may reasonably consider are necessary to give effect to this clause.

E10.2 Within this paragraph E10, “Data Protection Legislation” means the Privacy Act 1988 (Cth) and any other directly applicable Australian regulation relating to privacy.

E10.3 Both parties will handle Personal Information in accordance with all applicable requirements of the Data Protection Legislation in the course of providing or receiving the Services, or otherwise in connection with this Agreement. This clause E10 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this clause E10, “Applicable Laws” means (for so long as and to the extent that they apply to Samsung) the laws of New South Wales, Australia.

E10.4 Without prejudice to the generality of clause E10.3, Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Information to Samsung for the duration and purposes of this agreement.

E10.5 Without prejudice to the generality of clause E10.3, Samsung shall, in relation to any Personal Information handled in connection with the performance by Samsung of its obligations under this Agreement, at all times handle Personal Information in accordance with Samsung's Privacy Policy, available <https://www.samsung.com/au/info/privacy>. Samsung will share Personal Information with subcontractors or third party service providers solely to the extent necessary to provide the Services in accordance with this Agreement.

E11. WARRANTIES

E11.1 Samsung represents and warrants that:

E11.1.1 it has full power and authority to execute, deliver and perform its obligations under this Agreement;

E11.1.2 the Services shall be provided by suitable, appropriately qualified, experienced and competent personnel;

E11.1.3 the possession of and/or use by Customer, of any material made available by or on behalf of Samsung and any Deliverables shall not infringe the Intellectual Property Rights of any Third Party or expose Customer to any claim from a Third Party that the possession of and/or use of such material infringers a Third Party's Intellectual Property Rights;

E12. Samsung LED Care Installation Package – ADDITIONAL TERMS

E12.1 DESCRIPTION OF SERVICES

Samsung will provide the following as part of Pro Display X LED Care Services:

Customer Site Survey - Attend the Customer Site to complete a Site Survey. Review the structural, power and data provisions and confirm any requirements to the Customer prior to the installation.

Pre Install Review - Attend the Customer Site pre installation to confirm that any requirements set out by Samsung after the Site Survey have been adhered to.

Installation & Commissioning - Attend the Customer Site to complete the Installation & Commissioning including:

- Ensure the site has the appropriate structural, power and data provisions.
- Unboxing and inspecting the LED sections.
- Mounting of Samsung approved mounting frame.
- Lifting LED sections into position and securing them to the frame.
- Mechanical alignment of the LED displays including checking and rectifying any seam issues.
- Installing and testing all inter section power and data connections.
- Installation and configuration of head end display controller.
- Connection to client provided power source and data/video connections.
- Full commissioning and functional test with client video source/player/content.
- Display alignment and image quality checks.
- Completion report and commissioning check list for client handover.
- Provide management of returns, warranty validation and return to client of faulty

modules.

Post Install Verification – Attend Customer Site post installation of the product to verify that the product is working within specification and to perform functionality checks.

E12.2 TERMS

E12.3 The following additional terms shall apply where Samsung is providing the Customer with Pro Display X LED Care Services in relation to the Products. To the extent that the requirements below form an obligation on the Customer, Samsung shall not provide the Services unless the following terms are complied with by the Customer:

E12.3.1 Samsung will provide mechanical drawings and schematics specific to the product purchased. It is the responsibility of the system integrator to produce and provide project specific mechanical & electrical drawings and schematics. These should be issued to Samsung prior to site survey for review.

E12.3.2 Once the Customer has booked an appointment for a site survey, attendance or installation with Samsung, the Customer must provide at least (5) working days notice before cancelling the appointment. If this notice is not provided to Samsung, Samsung may charge the Customer a cancellation fee.

E12.3.3 Samsung requires a minimum of ten (10) working days' notice before it can attend a Customer Site for a site survey visit; with a further ten (10) working days required after the site survey has been completed before Samsung can attend the Customer Site for an installation visit.

E12.3.4 The Customer's IT representative or its IT partner representative must be present at the Customer Site when Samsung is in attendance.

E12.3.5 The Customer must carry out all necessary site health and safety checks and inductions (in accordance with UK Health and Safety legislation) prior to the works being carried out by Samsung and shall ensure that while Samsung or its authorised installation partner are on the premises it shall comply with all applicable laws and regulations, including but not limited to health and safety laws.

E12.3.6 Prior to the site survey, if requested, the Customer will provide photographs and other supporting information to demonstrate that the installation preparation has been completed

E12.3.7 The Customer shall ensure that any requirements set out by Samsung following a site survey are completed before the installation commences. The Customer shall be liable for any costs incurred to ready the Customer Site for installation.

E12.3.8 Samsung is only able to provide installation Services to Customers with premises based within the UK, excluding the following locations: Scottish Highlands and all UK governed islands

E12.3.9 If the Customer does not purchase aluminium profile in the installation quote, the Customer shall provide a suitable mounting surface for the Products in accordance with the manufacturing guidelines issued by Samsung. The mounting surface must be flat, level, perpendicular and of sufficient size and structural

strength to hold the specified Product loading.

E12.3.10 If the Customer requires Samsung to mount the LED screen within an aperture or enclosure, the Customer shall ensure that there is sufficient space around the display to allow adequate ventilation as stated in the ventilation guide, and to allow the LED screen to be removed without causing any damage to the surrounding area.

E12.3.11 The Customer will arrange commissioning prior to the pre installation visit if the Customer purchase any 3rd party mount & frame installation. If curved and complex mounts & frames are purchased from any 3rd party, the installation and commissioning of these curved and complex mounts & frames should be signed off by the mount/frame supplier/manufacturer.

E12.3.12 The Customer shall ensure that there is a cable route with drawstring for a category 6 Ethernet cable to be pulled from the display controller to the bottom left corner of the Product display area. This shall consist of one category 6 Ethernet cable pre-terminated both ends with male RJ45 connectors between the display controller (Snow box) location and each interface card (IG card) location at the display. This cable should be a direct point to point cable and not be patched, switched or connected via any active or passive equipment. The Customer acknowledges multiple cables may be required if the display configuration requires multiple interface cards (IG cards).

E12.3.13 The Customer shall provide the equipment needed to display content on the Product. All displayable content should be provided at a suitable resolution and frequency and on a physical connection method compatible with the display controller and at the display controller location.

E12.3.14 The Customer is responsible for providing any additional installation, access or lifting equipment that is required for the installation at their own cost. Samsung must be able to carry out an installation with a maximum of 2 engineers.

E12.3.15 The Customer acknowledges that if the Product controller is to be connected to a Customer-supplied LAN or WAN then all information relating to this connection must be provided prior to Customer Site attendance by Samsung.

E12.3.16 The Customer shall ensure that the area in which the Product and controller is to be installed is accessible, dry, clean and dust/debris free, both at, and subsequent to, the installation of the Product.

E12.3.17 The Customer shall notify Samsung of any site requirements which apply at the time of engagement, including (but not limited to): whites cards, risk assessments and method statements, passes, permits, or working tickets.

E12.3.18 The Customer shall adhere to the "Samsung display configuration document" when deciding upon the number and position of power and data connections to be provided and with the specified Product ventilation and access requirements for maintenance relating to the Product. (The document can be configured from following website: <https://displaysolutions.samsung.com/support/tools/led-configurator>)

E12.3.19 The Customer shall ensure that on the installation date the Product(s) is located at the Customer Site and located in the area that the install will take place in order for Samsung to begin installation.

E12.3.21 Samsung is not responsible for reviewing 3rd party equipment.

E12.3.22 Samsung will remove all packaging from the Customer Site unless the Customer has a specific requirement in regards to the disposal of the packaging in which case responsibility for removal will pass to the Customer.

E13. Samsung LED Care Full Package Service

E13.1 DESCRIPTION OF Maintenance

Samsung will provide the following services to customers who purchase Full Package service:

Onsite Support - If there is a report from the Customer that there is a suspected fault at Customer Site Samsung will complete remote troubleshooting and/or dispatch a Samsung engineer. Onsite support includes:

- Maximum 3 visits to Customer Site per year
- Each visit includes 2 technicians for up to 5 hours
- Regardless of hours worked, each visit to Customer Site will be counted as one visit.
- Any additional visits or any services provided beyond current coverage, will be charged to the Customer for an additional fee.

Annual Health Check – Samsung will schedule an annual full preventative service of display components for the duration of the warranty term. Annual Health Checks include:

- Maximum 1 visit to Customer Site per year
- Each visit includes 2 technicians for up to 4 hours
- Regardless of the hours worked, each visit to the Customers Site will be counted as one visit
- Any additional visits, or any services provided beyond current coverage, will be charged to the Customer for an additional fee.

Full system check including:

- Discovery & documentation of all system settings & system IP addresses.
- Check S-Box and cabinet firmware and update if required.

Full display visual check including:

- RGB/W and pattern tests.
- Failed pixel diagnostic check.
- Replace faulty modules (from client stock) as required.
- Correct any visible seams on modules and cabinets.
- Apply edge correction and align replaced modules.

E13.2 TERMS

E13.3 The following additional terms shall apply where Samsung is providing the Customer with additional on site Services in relation to the Products. Samsung shall not provide these Services unless the following terms are complied with by the Customer:

E13.3.1 Samsung is not responsible for any power supply issues or failures caused by issues with the Customer's building or premises which may affect the Product.

E13.3.2 The Customer agrees to complete any troubleshooting requested by

Samsung in advance of a Customer Site visit to determine the root cause of any issue.

- E13.3.3 Samsung is not responsible for any charges incurred by the Customer for arranging access equipment.
- E13.3.4 Samsung will not provide maintenance Services where the Product has been installed by a partner who has not been officially accredited by Samsung. Where the installation has been provided by an accredited partner, Samsung must be given Customer Site access to inspect the Product and confirm accurate commissioning before the Product will be accepted for a maintenance contract allowed to first perform the site survey
- E13.3.5 Samsung is not responsible for providing maintenance services to fix performance of software or content generated by the customer which is displayed on the Product.
- E13.3.6 The Customer shall provide a safe and secure location for any on-site spares parts required by Samsung to provide the Service.

- E13.3.7 Samsung shall not provide support following any physical damage to the product
- E13.3.8 Samsung shall not provide support of any third-party equipment or repair of issues caused by or generated by third-party equipment.
- E13.3.9 Samsung shall not provide support for any faults that arise from environmental conditions or non-conformance to Samsung installation or usage guidelines.
- E13.3.10 Samsung shall not provide support for any issues related to network, content management, configuration and site power.
- E13.3.11 Samsung shall not provide support for any perceived issues related to standard settings or functions that are unconfirmed as true functional failures.
- E13.3.12 Samsung is not responsible for repair or replacement of parts due to normal wear and tear
- E13.3.13 Samsung is not responsible for Repair of any faults as a result of shipping, storage or handling
- E13.3.14 Samsung shall not provide support for any faults that occur due to the usage of the product over and above stated usage times.
- E13.3.15 Samsung shall not provide extra visits for Annual Health Checks other than those scheduled. 1 visit per calendar year for the duration of the warranty of the Product
- E13.3.16 Samsung shall not be responsible for any services outside of those named in the description of services during an annual health check.

E14. ACCESS TO CUSTOMER PREMISES

E14.1 The Customer shall provide Samsung (and its sub-contractors) upon reasonable notice and during normal working hours with access to such parts of Customer premises as Samsung reasonably requires for the sole purpose of properly providing the Services in accordance with the Agreement.

E14.2 Samsung shall use Customer premises and the facilities provided by Customer solely for the performance of the Services.