



BONDILABS

Reseller Partner Agreement

1st November 2018

Welcome to Bondi Labs!

Effective: 1st November 2018

This Reseller Agreement is between the Bondi Labs' entity (as Licensor) ("**Bondi Labs**", "**we**", "**our**" or "**us**") and you ("**Reseller Partner**" or "**you**") as listed in this agreement.

WHEREAS:

- A. Bondi Labs is in the business of developing application software for people-centric intelligent visual technologies that enhances human decision-making in the global supply chain industry;
- B. Bondi Labs is an authorised licensor to market, distribute and sell the Software Services;
- C. The Reseller Partner wishes to be appointed by Bondi Labs as a non- exclusive reseller for the Partner Territory; and
- D. This Reseller Agreement is a separate agreement from the agreement that Bondi Labs has with its end users at <https://www.bondilabs.com/legal> (as may be modified by Bondi Labs from time to time, "Bondi Labs Legal Notice". For convenience and consistency, however, the definitions of certain terms related to our products and services (namely Authorised Users and Authorised Licence Manager) will be the same as those in the Bondi Labs Legal Notice.

NOW IT IS HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Reseller Agreement:

"**Affiliate**" means any other person or entity controlling, controlled by, or under common control by ownership, contract or otherwise with the entity in question.

"**Bondi Labs Legal Notice**" means the legal terms that govern access and use of the Software Service that are posted at www.bondilabs.com/legal from time to time or agreed between Bondi Labs and our end users;

"**Confidential Information**" means in relation to a party ("**Disclosing Party**") any information of whatever kind disclosed or revealed by the Disclosing Party to the other party ("**Receiving Party**"), or otherwise relating to the Disclosing Party and obtained by the Receiving Party, under or in relation to this Reseller Agreement that is by its nature confidential, is designated by the Disclosing Party as confidential or the Receiving Party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge;

"**Customer**" means an end user that enters into an agreement with the Reseller Partner to become an Authorised User of the Software Service and detailed in a Reseller Order Details Agreement.

"**Documentation**" shall mean end-user help files, instructions and other written materials provided by Bondi Labs that relate to the Software Service;

"**Effective Date**" means the date Bondi Labs executes this Reseller Agreement;

“Enterprise Discount” means the discount percentage included in Schedule 3 that will be deducted from Bondi Labs standard Pricing Schedule to calculate the value of the Subscription Fees to be included in the Reseller Order;

“Intellectual Property Rights” means any and all intellectual and industrial property rights throughout the world, including:

- (a) copyright, patents, know-how confidential information, database rights, moral rights and rights in trademarks and designs (whether registered or unregistered);
- (b) applications for registration and the right to apply for registration, for any of the above; and
- (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world, whether created before or after the date of this Reseller Agreement and whether existing in Australia or otherwise.

“Laws” means any applicable statute or regulation in force from time to time in the relevant jurisdiction(s) as detailed in Schedule 1;

“Parties” means the parties to this Reseller Agreement, being Bondi Labs and Reseller Partner;

“Partner Territory” means the geographical or industry sector as per Schedule 1;

“Pricing Schedule” means the schedule included in Schedule 3 or as amended by Bondi Labs from time-to-time relating to an end user’s access and use of the on-line hosted service of the Software Service, but excludes any financial payment associated with end user training or customisation of the Software Service;

“Reseller Agreement” means this agreement, fully executed by the Parties, or as amended by written agreement between the Parties from time to time;

“Software Service” means Bondi Labs’ products and services as per Schedule 1; and

“Subscription Fees” means, pursuant to the Bondi Labs Legal Notice entered into by a Customer, the financial payment received by Bondi Labs associated with a Customer’s access and use of the on-line hosted service of the Software Service, but excludes any financial payment received by Bondi Labs associated with end user training or customisation of the Software Service.

1.2 References herein to Clauses or Schedules are to Clauses of or Schedules to, this Reseller Agreement.

1.3 In this Reseller Agreement unless the context otherwise requires words in the singular include the plural and vice versa and words importing any gender include all genders.

1.4 The Schedules form an integral part of this Reseller Agreement and references to this Reseller Agreement include the Schedules to this Reseller Agreement.

1.5 The headings are for convenience only and do not affect the interpretation of this Reseller Agreement.

- 1.6 References in this Reseller Agreement to a "person" shall include any person, partnership, firm, company or organisation.

2. SERVICES

- 2.1 The Reseller Partner agrees to provide marketing, promotion, distribution, reselling and technical support services ("Services") to Bondi Labs as detailed in Schedule 1 in the Partner Territory.

3. RESELLER ORDER REQUIREMENTS

- 3.1 To the extent that we make the Software Service available for resale, you may order the Software Service for resale by following the directions set forth in our Reseller Order Details Agreement template included in Schedule 2 of this Reseller Agreement, or as amended by Bondi Labs from time-to-time. You must provide all of the requested information including, without limitation, the identity of the Customer, the Customer's business and email address, and the specific Software Service or other products or services to be resold in your order ("Reseller Order"). All such information must be accurate and complete and must reflect bona fide orders you have received from the Customer.

4. LIMITED RIGHTS TO RESELL

- 4.1 Subject to this Reseller Agreement, we grant you a one-time, non-exclusive, non-transferable right to resell the Software Service in your Reseller Order to the Customer specified in the Reseller Order, solely for use by Authorised Users in accordance with the Bondi Labs Legal Notice. This right to resell does not apply to any other end user or Software Service (including without limitation any sale to any related party, organisation or affiliate, or to any subsequent, additional or renewal sale to the same party).

5. ENFORCEMENT OF BONDI LABS LEGAL NOTICE

- 5.1 **Authorised User Terms.** All use of the Software Service by Authorised Users is subject to the Bondi Labs Legal Notice, and you may not purport to impose any other terms pertaining to their use of the Software Service. You are responsible for ensuring that each Customer agrees to the Bondi Labs Legal Notice (which includes all limitations on Authorised Users and other quantity restrictions applicable to the Customer's order) in a manner that is legally binding upon the Customer. This may require you to (a) notify each Customer that the Software Service is subject to the Bondi Labs Legal Notice and that by placing an order with the Reseller Partner the Customer agrees to the Bondi Labs Legal Notice, (b) include either a copy of or link to the Bondi Labs Legal Notice in each quotation and order form you issue to the Customer, and (c) obtain from each Customer written confirmation of acceptance of the Bondi Labs Legal Notice prior to acceptance of the order by the Reseller Partner. You must provide evidence of such acceptance by the Customer to Bondi Labs upon request.

- 5.2 **Enforcement Cooperation.** You agree to immediately notify us of any known or suspected breach of the Bondi Labs Legal Notice or other unauthorised use of the Software Service and to assist us in the enforcement of the terms of the Bondi Labs Legal Notice.

6. IDENTIFICATION AS AUTHORISED RESELLER

- 6.1 Subject to this Reseller Agreement, you are permitted to identify yourself as a Bondi Labs "Authorised Reseller" solely in connection with your resales of the Software Service. You may not use any Bondi Labs trademark, logo or service mark ("Bondi Labs Marks") except as permitted by Bondi Labs Trademark Guidelines. All goodwill arising from your use of Bondi Labs Marks inures to the benefit of Bondi Labs.

7. PAYMENT AND DELIVERY

- 7.1 **Reseller Order Fees.** Your non-refundable, non-cancelable payment to Bondi Labs is due when you submit your Reseller Order.
- 7.2 **Delivery.** Upon receipt of payment, we will deliver the applicable Software Service login information, or other information necessary for the Customer to use or access the applicable Software Service directly to the Authorised Licence Manager specified in the Reseller Order in accordance with our standard delivery procedures. If we deliver the login information to you, you agree that you will, in turn, deliver them directly to the Customer specified in the Reseller Order, and not to use or access the Software Service in any way. You must either delete all login information promptly thereafter or maintain them in confidence.
- 7.3 **Taxes.** Payments made by you under this Reseller Agreement exclude any taxes or duties payable in respect of the Software Service in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Bondi Labs, you must pay to Bondi Labs the amount of such taxes or duties in addition to any fees owed under this Reseller Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Bondi Labs any such exemption information, and Bondi Labs will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.
- 7.4 **Customer Pricing and Payment.** After taking into consideration Bondi Labs Pricing Schedule and the Enterprise Discount you will independently set your own pricing to each Customer. You bear all risk of non-payment by Customers, and you are solely responsible for all of your costs and expenses. You may not terminate a Reseller Order or receive any refunds due to non-payment by a Customer.

8. FEEDBACK

- 8.1 If you provide any feedback, comments, suggestions, ideas, description of processes, or other

information to us about or in connection with the Software Service or our Reseller Partner programme, including without limitation any ideas, concepts, know-how or techniques contained therein ("Feedback"), then you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable licence to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to you or any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed your Confidential Information, and nothing in this Reseller Agreement (including without limitation Section 17 (Confidentiality)) limits Bondi Labs' right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

9. SEPARATE BONDI LABS PARTNER PROGRAMME

9.1 Entering into this Reseller Agreement does not qualify you as a Bondi Labs Referral Partner or grant you any related rights. If you are interested in our separate Bondi Labs Referral Partner programme, please contact us at info@bondilabs.com.

10. NO USE RIGHTS, BONDI LABS RESERVED RIGHTS

10.1 Only the Customer of the Software Service (and its Authorised Users) may use the Software Service. You are not permitted to use any Software Service resold under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Software Service, all licence restrictions in the Bondi Labs Legal Notice apply to you. Notwithstanding anything to the contrary contained in this Reseller Agreement, except for the limited resale right in Section 4 above, Bondi Labs and its suppliers have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all the Software Service, service descriptions, documentation, and underlying technology ("Bondi Labs Technology"), and all copies, modifications and derivative works thereof, including without limitation as may incorporate Feedback. You acknowledge that you are obtaining only a limited right to resell the Software Service and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

11. RECORDS AND AUDIT

11.1 Both Parties shall maintain and make available for inspection during the Term and for three (3) years following the Termination of this Reseller Agreement, all books, records, contracts and accounts relating to the Reseller Orders and this Reseller Agreement.

11.2 A Party may, at its sole expense, upon thirty (30) days' prior written notice to the other Party and at the location of the Party to be audited during normal business hours, audit that Party's records relating to the Reseller Orders and this Reseller Agreement.

12. OBLIGATIONS AND RIGHTS OF BONDI LABS

12.1 Bondi Labs shall:

- (a) provide Bondi Labs branded sales and marketing information and literature applicable to the Software Service, as available from time to time for the Reseller Partner's use in connection with its promotional and marketing activities;
- (b) appoint a Key Relationship Manager as per Schedule 1; and
- (c) process the Reseller Order promptly.

13. OBLIGATIONS AND RIGHTS OF THE RESELLER PARTNER

13.1 The Reseller Partner shall:

- (a) be fully responsible for its own acts and those of its employees;
- (b) at all times act in good faith;
- (c) comply with all Laws and otherwise impacting on the promotion, supply, licensing and use of the Software Service and will regularly advise Bondi Labs in this regard;
- (d) promptly inform Bondi Labs of any complaints made in relation to the Software Service and supply Bondi Labs with copies of all correspondence and communications relating thereto;
- (e) ensure, whether by act or omission, that it does not damage the goodwill or reputation of Bondi Labs or the Software Service;
- (f) use commercially reasonable endeavours to promote and extend sales of the Software Service; and
- (g) appoint a Key Relationship Manager as per Schedule 1.

13.2 **Customer Relationships; Business Practices.** You agree that Bondi Labs will have primary control over any end user communication regarding the Software Services once you submit a Reseller Order. You will not make any representations regarding Bondi Labs, on Bondi Labs' behalf, or about any Software Service. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to Bondi Labs or its products and agree to comply with all applicable federal, state and local laws and regulations while operating under this Reseller Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction. You further agree to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

13.3 **Indemnity.** You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your resale of the Software Service. You will indemnify, hold harmless and (at Bondi Labs' option) defend Bondi Labs from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which Bondi Labs becomes liable arising from or relating to: (a) any breach or alleged by you of any term of this Reseller

Agreement, (b) the issuance by you of any warranty or representation regarding Bondi Labs or its products or services not specified in the Bondi Labs Legal Notice, or (c) any of your other acts or omissions in connection with the marketing or resale of the Software Service under this Reseller Agreement.

14. RESTRICTIONS

14.1 The Reseller Partner shall not, and shall ensure its Affiliates or any other entity you have an interest in, do not, directly or indirectly:

- (a) develop, promote, market, sell or represent in any form whatsoever any products or services of any competitors of Bondi Labs without the prior written approval of Bondi Labs;
- (b) remove or deface, or allow the removal or the defacement of, any markings of Bondi Labs ownership of Intellectual Property Rights in respect of the Software Service and related marketing materials;
- (c) give any warranties or make any representations in respect of the Software Service and any related marketing materials without Bondi Labs' prior written consent;
- (d) sub-contract any of its obligations contained in this Reseller Agreement without prior written consent of Bondi Labs;
- (e) sub-licence any of its rights contained in this Reseller Agreement without the prior written consent of Bondi Labs;
- (f) represent itself as the agent, employee or legal representative of Bondi Labs for any purpose whatsoever and not assume or create obligations of any kind on behalf of Bondi Labs so as to bind Bondi Labs in any respect whatsoever or incur any liability on behalf of Bondi Labs; and
- (g) use the Software Service in a manner not permitted or necessary for the performance of its obligations under this Reseller Agreement, and without limiting the generality of the preceding, it must not reproduce, adapt or reverse engineer the Software Service.

15. PUBLICITY AND PROMOTION

15.1 The Reseller Partner grants Bondi Labs the right to:

- (a) refer to Reseller Partner in proposals or other similar submissions made to prospective customers and other promotional and marketing activities; and
- (b) use free of charge Reseller Partner's logos, trademarks and registered trademarks solely for the promotion of the Software Service.

15.2 You agree that you are not entitled to and shall not receive any compensation for the rights granted to Bondi Labs nor for the fulfilment of its obligations pursuant to this Clause.

16. INTELLECTUAL PROPERTY

16.1 Each Party authorises the other to use the Party's trade marks (including logos) in accordance with guidelines provided for the purposes of exercising the Party's rights and performance of its obligations under this Reseller Agreement and the using Party shall not use any of these trade marks in any way which might confuse or mislead the public or prejudice their distinctiveness, validity or the goodwill or to be adverse to the best interests of the owning Party.

16.2 The Reseller Partner agrees that:

- (a) as at the date hereof and during the full Term of this Reseller Agreement, all Intellectual Property Rights in and to the Software Service and any related marketing materials are the sole and absolute property of Bondi Labs for the full term of such Intellectual Property Rights, throughout the world;
- (b) after the date of this Reseller Agreement, all Intellectual Property Rights in and to the Software Service and any related marketing materials, will be the sole and absolute property of Bondi Labs for the full term of such Intellectual Property Rights throughout the world.

16.3 For the purposes of Clause 16.2, you hereby:

- (a) assigns to Bondi Labs any right, title and interest that it may have in the Intellectual Property Rights referred to in Clause 16.2, subject to such Intellectual Property Rights coming into existence; and
- (b) warrants that it has and will at all relevant times have the right, power and entitlement to assign such Intellectual Property Rights.

17. CONFIDENTIALITY

17.1 The Parties shall at all times during the continuance of this Reseller Agreement:

- (a) use their best endeavours to keep all Confidential Information confidential and accordingly not disclose any Confidential Information to any other person; and
- (b) not use any Confidential Information for any purpose other than the performance of its obligations under this Reseller Agreement.

17.2 Any Confidential Information may be disclosed by the Parties to:

- (a) any governmental or other authority or regulatory body; or
- (b) any employees of Reseller Partner or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by this Reseller Agreement, or as is required by law and subject in each case to the Party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

18. WARRANTIES

18.1 Bondi Labs represents and warrants to the Reseller Partner that:

- (a) it has the right and authority to enter into this Reseller Agreement;
- (b) the obligations under the Reseller Agreement are valid and legally binding on it; and
- (c) it will comply with all applicable Laws.

18.2 The Reseller Partner represents and warrants to Bondi Labs that:

- (a) it has all approvals and authorisations that may be required to permit it to enter into this Reseller Agreement and to perform its obligations under this Reseller Agreement in accordance with its terms and conditions;
- (b) the obligations under the Reseller Agreement are valid and legally binding on it;
- (c) it will comply with all the terms and conditions of this Reseller Agreement;
- (d) entering into, and performance of its obligations under this Reseller Agreement does not and will not violate, and is not inconsistent with, any agreements between Reseller Partner and any third parties or any applicable Laws; and
- (e) it will comply with all applicable Laws.

19. DISCLAIMER & LIMITATION OF LIABILITY

19.1 For the avoidance of doubt, any and all commitments, indemnities and other terms and conditions offered by Bondi Labs with respect to access and use of the Software Service are made directly by Bondi Labs to the end user in accordance with the Bondi Labs Legal Notice and do not extend to you as a Reseller Partner.

19.2 The warranties set out in Clause 18.1 are the only warranties provided by Bondi Labs. Bondi Labs specifically disclaims all other warranties, express, statutory, implied or otherwise, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose to the extent permitted by Law.

19.3 Neither Party will be liable to the other Party for any indirect, incidental, special or consequential loss or damage arising in relation to this Reseller Agreement or its subject matter, howsoever arising, whether in contract, tort (including negligence), statute, or otherwise, or for any loss of revenue, profits, savings, goodwill, business opportunity or data.

19.4 Reseller Partner is under a duty to mitigate any losses howsoever caused.

19.5 Save as otherwise provided by this Section 19, any other liability (whether for breach of this Reseller Agreement, negligence or otherwise) of Bondi Labs shall be limited in respect of each series of connected events to a sum equal to the aggregate amount of the Reseller Order value that was received or was receivable by Bondi Labs in the one (1) month prior to the date of any claim by the Reseller Partner and not exceeding \$5,000 (Australian

Dollars) in total.

- 19.6 Neither Party limits its liability (if any) in respect of fraud, the death of or personal injury to, any person caused by its negligence.

20. APPOINTMENT, TERM & TERMINATION

- 20.1 Bondi Labs appoints the Reseller Partner and you accept the appointment as a non-exclusive partner for the marketing, promotion, distribution, reselling and technical support of the Software Service for the Term in the Partner Territory on the terms and conditions set out in this Reseller Agreement. You acknowledge that Bondi Labs at its absolute and sole discretion may appoint other persons as partners, agents, distributors or franchisees to market, promote, distribute or sell the Software Service on such terms as Bondi Labs thinks fit.
- 20.2 Bondi Labs is entitled to market, promote, distribute and sell the Software Service directly to customers rather than having to refer them to Reseller Partner.
- 20.3 This Agreement shall come into effect on the Effective Date and shall continue until terminated by either Party ("**Term**") giving two (2) months written notice in the first year and one (1) months written notice in the second year and any subsequent years, or by either Party as permitted herein.
- 20.4 Either Party shall be entitled to terminate this Reseller Agreement forthwith by notice to the other Party if:
- (a) any action or proceedings under insolvency law is taken against the other Party or the other Party makes any arrangement or compromise with its creditors, or ceases to carry on business or suffers any execution or distress over its assets, or is the subject of a voluntary or compulsory liquidation (other than for the purpose of reconstruction or amalgamation); or
 - (b) the other Party commits a material breach of the provisions of this Reseller Agreement and, in the case of a material breach of any of the provisions which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a notice in writing from the first Party giving particulars of the breach and requiring it to be remedied.
- 20.5 The right to terminate this Reseller Agreement shall not prejudice any other right or remedy of the relevant Party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.
- 20.6 The obligations of the Parties under Clauses which are of a continuing nature and capable of surviving expiry or termination of this Reseller Agreement shall continue in full force and effect notwithstanding such expiry or termination.

21. CONSEQUENCES OF TERMINATION

- 21.1 On the termination of this Reseller Agreement you shall:
- (a) within 7 (seven) days of the date of termination, cease using and return to Bondi Labs or otherwise dispose of as Bondi Labs may instruct all marketing and other materials relating to the Software Service or to the business of Bondi Labs which Reseller Partner may have in its possession or under its control;
 - (b) cease to represent itself as an Approved Reseller of Bondi Labs and remove all such references from its published marketing material, in whatever form;
 - (c) not do (or omit to do) anything which may adversely affect the reputation or goodwill of Bondi Labs;
- 21.2 In the event of termination by the Reseller Partner pursuant to Clause 20.3 above, it shall have no claim against Bondi Labs for compensation for loss of the Reseller Partner rights, loss of goodwill or any similar loss;
- 21.3 The termination of this Reseller Agreement shall be without prejudice to any other rights or remedies which either Party may be entitled to under this Reseller Agreement or at law and shall not affect any rights or liabilities which have already accrued to either of the Parties under this Reseller Agreement.

22. GENERAL

22.1 Assignment

- (a) Neither Party shall assign or delegate all or any of its rights or obligations under this Reseller Agreement (apart from on a solvent amalgamation or reorganisation), except to an Affiliate, without the prior written agreement of the other Party which is not to be unreasonably withheld or delayed.

22.2 Entire Agreement

- (a) This Reseller Agreement constitutes the entire Reseller Agreement between the Parties relating to the subject matter of this Reseller Agreement and supersedes any previous agreements and representations made between the Parties; and
- (b) No amendment or variation of this Reseller Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties.

22.3 Severability & Invalidity

- (a) If any part of this Reseller Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Reseller Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect; and

- (b) The Parties agree to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22.4 Relationship of the Parties

- (a) Each Party is acting as an independent contractor and not as an employee, agent or partner with the other Party for any purpose. Except as provided in this Reseller Agreement, neither Party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

22.5 Waiver & Variation

- (a) A provision or a right under this Reseller Agreement may not be waived except in writing signed by the Party granting the waiver or varied except in writing signed by the Parties.

22.6 No Third-Party Beneficiaries

- (a) This Reseller Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective successors and permitted assignees, subject to the provisions of this Reseller Agreement, but shall not inure to the benefit of any third party.

22.7 Execution of counterparts

- (a) This Reseller Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

22.8 Force Majeure

- (a) If, due to strikes, industrial action short of a strike, war, accidents, fire, flood, natural catastrophes or other obstacles over which neither Party has any control (an event of Force Majeure), either Party fails to perform any of its obligations under the Reseller Agreement, neither Party shall be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of Force Majeure continue for longer than four weeks, either Party shall have the option of terminating this Reseller Agreement immediately without further liability other than such liabilities as have already accrued when this Reseller Agreement ends.

22.9 Execution Authority

- (a) Each of Bondi Labs and the Reseller Partner executing this Reseller Agreement on behalf of any entity hereby represents and warrants that it, he or she is duly authorised and has full authority to execute and deliver this Reseller Agreement and that the Reseller Agreement is enforceable against it. Each of Bondi Labs and the Reseller Partner consents to the other's use of electronic signatures on this Reseller Agreement. Neither Party may object to the legal effect or enforceability as a result

of such electronic signature, which will be considered to be an original binding signature. Each of Bondi Labs and Reseller Partner certifies by its undersigned authorised representatives, who have read this Reseller Agreement, which they agree to be bound by its terms and conditions.

23. NOTICES

Any notice required to be given pursuant to this Reseller Agreement shall be provided in writing, including by email, to the address of the relevant Party as set out in this agreement or such other address as may be notified from time to time. Such notices will be deemed delivered when transmitted if by email or two (2) days after posting if sent by first class post.