

## Terms and Conditions for Sale of Services

### 1. Definitions and Interpretation

#### 1.1 Definitions

The definitions and rules of interpretation in this condition apply in these conditions.

**Customer** means the person, firm or company who purchases the Services from the Company. **Company** means RapidAIM Pty Ltd ABN 51 625 715 291.

**Contract** means any contract between the Company and the Customer for the sale and purchase of the Services, incorporating these conditions and formed pursuant to condition 2.3. **Confidential Information** in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include any information which is in the public domain other than through a breach of confidence. **Credit Account Application Form** means the Company's form with that title signed by or on behalf of the Customer. **Customer Information** means the information and reports generated by the Company for the Customer derived from the Data collected with the Information Services for viewing or downloading by the Customer, but excludes the Data. **Data** means data and information collected by the Company from the Leased Devices including any output resulting from the provision of the Information Service under this Contract. **Information Services App** means a software application for viewing and receiving the Customer Information via the Company's website, and other mobile, tablet and other smart device applications, and application program interfaces. **Force Majeure Event** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the Internet or any public telecommunications network, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). **GST** means the same as in the GST Law, any other goods and services tax, or any tax applying to these Terms and Conditions of Supply in a similar way and any additional tax, penalty tax, fine, interest or other charge under a law of such a tax. **GST Law** means *A New Tax System (Goods and Services Tax) Act 1999 (C'th)*. **Information Service** means any event or Customer Information identified as a "Information Service" in a relevant order that is required to be provided to the Customer by the Company in accordance with the Contract. **Services** means any services agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them, documents, reports, drawings, calculations or actions taken to deliver the services). **Leased Devices** means any product identified as a "Leased Device" in a relevant order that is required to be provided to the Customer by the Company in accordance with the Contract. **Moral Rights** means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist or which may exist in the future under the Copyright Act 1968 or under the law of a country other than Australia which is given effect in Australia. **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not. **Permitted Purposes** means the use of the Information Services App and Customer Information for the business purposes of the Customer pursuant to the Contract. **Premises** means the place where the Leased Devices are to be delivered, deployed and installed for the term.

### 2. Application of Terms

#### 2.1 These terms and conditions apply exclusively

Subject to any variation under condition 2.4, these terms and conditions are the only terms and conditions upon which the Company is prepared to deal with the Customer and they will govern each Contract to the entire exclusion of all other terms or conditions. Without limiting the foregoing, no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, documents, correspondence, receipts, acknowledgements or elsewhere will form part of the

Contract and the Customer waives any right which it otherwise might have to rely on such terms and conditions.

#### 2.2 Orders for Services

Each request for Services by the Customer to the Company will be deemed to be an offer by the Customer to buy the Services subject to these terms and conditions and no such offer by the Customer will be accepted until the Company either expressly by giving notice of acceptance, or impliedly by accepting the commencement payment, accepts the offer.

#### 2.3 Formation of Contract

A Contract will only come into existence between the Company and the Customer when the Company has accepted the Customer's offer in accordance with condition 2.2 (**Commencement Date**).

#### 2.4 Variations

These terms and conditions apply to all the Customer's purchases and any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by a person authorised by the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

#### 2.5 Complete and Accurate Specifications

The Customer will ensure that the terms of its order and any applicable specification are complete and accurate.

#### 2.6 Quotations

Any quotation is given on the basis that no Contract will come into existence until the Company accepts a commencement payment from the Customer. Any quotation is valid for a period of the shorter of 30 days from its date or the expiry date in the quotation, provided that the Company has not previously withdrawn it. The Company will not be bound by any error in a quotation and the Company reserves the right to correct any error in a quotation on notice to the Customer or to withdraw a quotation at any time.

### 3. Description and Specification

The quantity, description and particulars of the Services (including any Information Service or Leased Devices) will be as set out in the Company's quotation or acceptance of order and are approximate only and any deviation from any of these things does not vitiate any contract with the Company or form grounds for any claim against the Company. All samples, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract and no sale by the Company is a sale by sample.

### 4. Information Service and Delivery of Leased Devices

#### 4.1 Company Obligations

The Company must:

- provide the Information Services and Customer Information to the Customer:
  - with all due skill, care and diligence and in a good and timely manner; and
  - in accordance with the requirements of the Contract; and
- observe all reasonable and applicable directions made by or on behalf of the Customer in relation to the provision of the Services; and
- grant to the Customer a non-exclusive and non-transferable licence to use the Information Service App for the Permitted Purposes during the term, but with no right to sub-licence any third party.

#### 4.2 Delivery of Leased Devices

Unless otherwise agreed in writing by the Company, delivery, deployment and installation of the Leased Devices will take place at the Premises, or otherwise as agreed between the parties.

#### 4.3 Date of Delivery

Any dates specified by the Company for delivery of the Leased Devices are intended to be an estimate and time for delivery will not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

#### 4.4 Liability for Failure to Deliver

Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Leased Devices (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days and in that event, termination will be the sole remedy of the Customer.

#### 4.5 Risk

The Leased Devices are at the risk of the Customer from the time of delivery until collection by the Company.

#### 4.6 Ownership of Leased Devices

Ownership of the Leased Devices remains with the Company and the Customer will:

- have no right or claim to any interest in the Leased Devices to secure any liquidated or unliquidated debt or obligation the Company owes to the Customer;
- not be able to claim any lien over the Leased Devices;
- hold the Leased Devices on a fiduciary basis as the Company's bailee and owes the Company the duties and liabilities of a bailee;
- the Customer will not deliver them or any document of title to the Leased Devices to any person except as directed by the Company;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the Leased Devices; and
- take such steps to maintain the Leased Devices in a good condition as a reasonably prudent person would be expected to take in the circumstances.

#### 4.7 Right to Possession

The Customer's right to possession of the Leased Devices will terminate immediately if:

- the Customer fails to make payment of any amounts due to the Company in respect of the Services;
- the Customer becomes insolvent or unable to pay its debts; commits an act of bankruptcy or is made bankrupt; assigns assets for the benefit of creditors generally; makes a composition or other arrangement with creditors; convenes a meeting of creditors (whether formal or informal); being a company, goes into liquidation, administration or receivership; any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; ceases to trade; or if anything analogous to the foregoing occurs in relation to the Customer;
- the Customer fails to comply with any of its obligations under the Contract or other Contract between the Company and the Customer; or
- the Customer encumbers or in any way purports to charge any of the Leased Devices.

#### 4.9 Customer Obligations

The Customer must:

- make available to the Company, free of charge, all facilities and resources as are reasonably necessary to enable the Company to carry out its obligations under the Contract;
- grant the Company, its agents and employees an irrevocable licence at any time to enter any Premises in order to deliver, deploy, inspect and install them, or, where the Customer's right to possession has terminated, to recover them.
- make suitably qualified representatives available and ensure such Customer representatives cooperate reasonably with Company, and not frustrate or delay the Company, in carrying out the Services;
- maintain the Leased Devices in accordance with the Contract;

- (e) report any loss or damage to the Leased Devices to the Company as soon as possible;
- (f) not use the Information Services App for any purpose other than the Approved Purposes;
- (g) not use the Information Services App or Customer Information or Leased Devices to provide services to third parties (other than to the Customer's Related Bodies Corporate, customers, prospective customers or to any other person as required by law);
- (h) not, and must not permit others to, reproduce, merge with other software, modify, adapt, supply, reverse engineer, decompile, disassemble, translate, copy, sell, or otherwise deal with any part of the Information Services App;
- (i) promptly furnish the Company with such information as it may reasonably request for the proper performance of its obligations under the Contract; and
- (j) use best endeavours to cooperate with the Company to such extent as the Company may reasonably require to perform its obligations under the Contract.

## **5. Intellectual Property**

### **5.1 Customer Information**

- (a) Title to and risk in Customer Information vests in the Customer at the time it is first retrieved by or downloaded by the Customer.
- (b) The Company assigns all right, title and interest in the Customer Information to the Customer.
- (c) The Customer acknowledges and agrees that the Data is owned by the Company and that the Company may use the Data to provide services to third parties provided the information and reports generated by the Company for those third parties does not disclose Personal Information about the Customer.

### **5.2 Know-how and Data**

The Customer and the Company agree that subject to their confidentiality obligations under the Contract, Customer and Company will be free to use their general knowledge, skills and experience, and any ideas, concepts, know-how, Data, metadata, methodologies and techniques related to the scope of the Services, for any purpose.

### **5.3 Moral Rights**

The Company unconditionally and irrevocably consents (and will procure such consents from its employees, agents and subcontractors) to any act or omission that would otherwise infringe any Moral Rights in (or in connection with) the Customer Information, whether occurring before or after the consent is given for the benefit of Customer.

## **6. Price**

### **6.1 Price**

Unless otherwise agreed by the Company in writing, the price for the Services will be the price set out in the Company's quotation, if one was given in relation to those Services and if not, according to the Company's schedule of rates as at the date of delivery or deemed delivery.

### **6.2 Price Increase**

On each anniversary of the Commencement Date of this Contract, the Company may advise the Customer that it will increase the price for the following 12 month period by up to five percent over the then current prices and the Customer must pay those increased rates as if the definition of rates incorporated such price increase.

### **6.3 Suspension**

The Company may suspend the provision of the Services if any amount due to be paid by the Customer to the Company under this Contract is overdue, and the Company has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Services (or any part of the Services) on this basis.

### **6.4 Price is Exclusive**

The price for the Services will be exclusive of any GST unless stated otherwise. The Customer will be charged GST in accordance with current law.

## **7. Payment**

### **7.1 Invoicing**

The Company may, at its discretion, submit invoices at the time the Customer submits an order for Services and every day thereafter until all amounts payable to the Company by the Customer under the Contract have been paid in full.

### **7.2 Last day for Payment**

Except as set out to the contrary in any quotation or invoice given in relation to the Services, payment of the price for the Services plus GST and other amounts due is due within fourteen calendar days from the time the invoice is submitted.

### **7.3 Time is of the essence**

Time for payment will be of the essence.

### **7.4 Payment Due**

All payments payable to the Company under the Contract will become due immediately on its termination despite any other provision.

### **7.5 Payment in Full**

The Customer will make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer. A counterclaim by the Customer in any court proceedings issued by the Company will, to the maximum extent permitted by law, not serve to delay or defer the Company's right to receive payment.

### **7.6 Interest**

If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 2% above the Commonwealth Bank Corporate Overdraft Reference Rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under any law providing for interest on late payment.

## **8. Quality**

### **8.1 Warranties**

Subject to clause 8.2, the Company warrants that:

- (a) the Services will conform with the requirements of the Contract;
- (b) when performing the Services, it will:
  - (i) provide sufficient and suitable personnel to provide the Services in accordance with the Contract;
  - (ii) exercise due care, skill and diligence;
  - (iii) perform the Services in a professional and timely manner; and
  - (iv) it will act honestly and reasonably in the performance of Company's obligations.

### **8.2 Insect Lures**

The Customer acknowledges and agrees that the insect lures are purchased by the Company from third parties and that the provision of insect lures in this Contract is on an "as is" basis, and the Company accepts no responsibility for any defects in the insect lures.

### **8.3 Liability for breach of warranties**

- (a) The Company will not be liable for a breach of a warranty in relation to Services unless:
  - (i) the Customer gives written notice of the defect to the Company within 14 days of the time when the Customer discovers or ought to have discovered the defect; and
  - (ii) the Company is given a reasonable opportunity after receiving the notice to make good, at no cost of the Customer.

- (b) The Company will not be liable for a breach of a warranty in relation to Services if:

- (i) the Customer makes any further use of the Services after giving notice under condition 8.2(a)(i); or
- (ii) the defect arises because the Customer failed to follow the Company's instructions as to the applicable use of the Services or (if there are none) good trade practice; or
- (iii) the Customer alters the Services without the written consent of the Company.

### **8.4 Services which do not meet Warranty**

Subject to condition 8.2, if any of the Services do not conform with the warranty in condition 8.1, the Company will at its option or replace such Services (or the defective part) or refund the price of such Services at the pro rata Contract rate.

### **8.5 Further Liability**

If the Company complies with condition 8.3 it will have no further liability for a breach of the warranty in condition 8.1 or otherwise arising in respect of such Services.

## **9. Limitation of Liability**

### **9.1 Financial Liability**

The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Customer of any of the Services, or of any product incorporating any of the Services; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

### **9.2 Exclusions**

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

### **9.3 Limited Liability**

Nothing in these conditions excludes or limits the liability of the Company to the extent that it would be illegal for the Company to exclude or attempt to exclude its liability. The Customer acknowledges and agrees that software is never wholly free from defects, errors and bugs and, subject to the other provisions of this Contract, the Company gives no warranty or representation that:

- (i) the Leased Device, Information Services App, Information Services or Customer Information will record and detect every occurrence of pest incursion or any particular pest;
- (ii) the Leased Device, Information Services App, Information Services or Customer Information will not record and detect anomalies other than the insects of interest;
- (iii) the Information Services App will be wholly free from defects, errors, or bugs;
- (iv) the Customer will have uninterrupted access to the Information Services using the Information Services App;
- (v) the Information Services will achieve certain response times, rates or speed of access;
- (vi) updates and upgrades will not introduce any defects into Information Services or Information Services App;
- (vii) the Leased Device, Information Services App, Information Services or Customer Information will perform as intended when used with unapproved lures;
- (viii) the Information Services or Information Services App will be free from viruses, worms, trojan horses, ransomware, spyware, adware and other malicious software programs; or
- (ix) that the Information Services will be entirely secure.

### **9.4 Total Liability**

Subject to condition 9.2 and 9.3:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract will be limited to the Contract price; and
- (b) the Company will not be liable to the Customer for any loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation or loss whatsoever and howsoever caused which arise out of or in connection with the Contract.

#### 9.5 Indemnity

The parties agree that any liabilities arising under this Agreement will be determined in accordance with common law principles of liability.

#### 9.6 Limitation on Liability

Customer, and each of its respective employees, officers, directors, shareholders, agents, successors, licensors or subcontractors, will not be liable for any loss or damage, including, without limitation, damages for loss of profits, loss of crops or yield, loss of data, business interruption or any other damages or losses, incurred as a result of your use or inability to use the Customer Information or a decision made or any action taken by you in reliance on the Customer Information, Services or any results obtained from their use.

#### 9.7 Force Majeure

If a party by reason of Force Majeure is unable to perform or carry out any obligation under the Contract, then that obligation is suspended for so long and to the extent that it is affected by the Force Majeure. This condition does not apply to any obligation to make a payment. In that case, the affected party must give notice to the other party with reasonable particulars including, so far as it is known, the probable extent to which the party will be unable to perform or carry out or will be delayed in performing or carrying out its obligations. A party is not liable for any failure or delay in the performance of any of its obligations under these terms and conditions to the extent that the failure or delay is attributable to Force Majeure, regardless of the length of time for which the Force Majeure continues.

#### 9.8 Release

Except where to do so would contravene any law or make any part of this condition 9.7 void or unenforceable, the Customer releases the Company and each of their personnel from and against:

- (b) all claims and liability that Company may sustain or incur as a result, whether directly or indirectly, arising from the commercialisation or other use of the Customer Information, or any products or processes derived from the Customer Information; and
- (c) any indirect or consequential loss or damage arising under the Contract or relating to the commercialisation or other use of the Customer Information.

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### 10. Assignment

- (a) The Company may assign the Contract or any part of it to any person, firm or company.
  - (b) The Customer will not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
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### 11. Termination

#### 11.1 Term

This Contract commences on the Commencement Date and continues until a party terminates this Contract at will by giving to the other party at least 90 days written notice of termination for any reason, after the period stated in the quotation, or unless terminated in accordance with this Contract.

#### 11.2 Right of Termination for Customer's Acts or Omissions

The Company is entitled to terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any undisputed amount due under these terms and conditions on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment; or
- (b) the Customer commits a material breach of its obligations under these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of 10 days after receipt of notice in writing requiring it to do so; or
- (c) the Customer commits a series of persistent minor breaches which when taken together amount to a material breach; or
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent or unable to pay its debts as they fall due for payment or admits inability to pay its debts.

#### 11.3 Further Right of Termination

The Company has quoted the price for the Services on the basis that the component services incorporated into the Services can be acquired from third party suppliers at an estimated price at a certain date (market price). The Customer acknowledges and accepts that the Company in its absolute discretion may by written notice terminate the Contract and all rights and obligations of the parties shall be at an end where:

- (a) a supplier is unable to provide the component Services in the time or manner required to ensure delivery of the Services under this contract of sale;
- (b) there is an increase in the market price which in the Company's reasonable opinion means that the sale of the Services to the Customer as contemplated by this contract of sale is no longer commercially viable; or
- (c) an unforeseen event including, without limitation, acts of God, government actions, strikes or natural catastrophe means that the Company can no longer provide the Services or it is not commercially viable for the Company to provide the Services.

#### 11.4 Effect of termination

Termination of these terms and conditions shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

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### 12. General

#### 12.1 Right or Remedy

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

#### 12.2 Invalid Contract Provisions

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

#### 12.3 Effect of Delay

- (a) Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- (b) Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

#### 12.4 Further Assurance

Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to these terms and conditions and the transactions contemplated by them.

#### 12.5 Variation and Waiver

Any variation of these terms and conditions must be in writing and signed by or on behalf of the parties. Any waiver of any right under these terms and conditions is

only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under these terms and conditions or by law constitutes a waiver of such right or remedy.

#### 12.6 Non-solicitation

Each party (**First Party**) must not, without the relevant other party's prior written consent (which must not be unreasonably withheld), solicit, entice away or attempt to entice away any personnel of that party who is employed directly or indirectly to perform work in connection with the Services from continuing to be employed by the other party, either on behalf of the First Party or on behalf of any other person during the Term and for three years after the date of termination of these terms and conditions.

#### 12.7 No Merger

A party's rights and obligations do not merge on completion of any transaction under these terms and conditions.

#### 12.8 Relationship between the parties

- (a) The relationship between the parties is that of Customer and seller, and nothing shall be construed or interpreted to make one party the agent, partner, joint venturer or representative of the other.
- (b) Neither party may at any time, without the prior written consent of the other act as or represent that it is the agent, partner, joint venturer or representative of the other.

#### 12.9 Entire Contract

These terms and conditions and the documents referred to in it constitute the whole Contract and understanding of the parties and supersede any previous arrangement, understanding or Contract between them relating to the subject matter of these terms and conditions. Each party acknowledges that, in entering into these terms and conditions, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in these terms and conditions or the documents referred to in them. Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in these terms and conditions.

#### 12.10 Governing Law and Jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with them or its subject matter will be governed by and construed in accordance with Queensland law. The parties irrevocably agree that the courts of Queensland will have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter.

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### 13. Privacy Act 1998 (Cth) and Confidentiality

- (a) The Customer agrees for the Company to obtain personal credit information about the Customer from any credit reporting agency, credit provider, or Trade Reference.
- (b) The Customer agrees that the personal information contained the Credit Account Application Form, or obtained from any credit reporting agency, credit provider or Trade Reference may be used, and given to third parties, for the following purposes:
  - (i) to assess the credit worthiness of the Customer;
  - (ii) to notify other credit providers or Trade References of a default by the Customer, or the status of the Customer's credit account with the Company;
  - (iii) to assist with the recovery of any amounts owed by the Customer to the Company.
- (c) The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (section 18K(1)(h) *Privacy Act 1988* (Cth)).
- (d) The Company must only use any Personal Information to the extent necessary to perform its obligations in accordance with this Contract.

- (e) Each party (**receiving party**) must keep confidential, and not disclose, any Confidential Information of the other party (**disclosing party**) except:
- (i) as permitted under this Contract;
  - (ii) where the receiving party has obtained the prior written permission of the disclosing party;
  - (iii) to the receiving party's officers, agents, professional advisers, employees, contractors, subcontractors and insurers but only to the extent that such persons have a need to know the Confidential Information for the purposes of this Contract, and subject to those persons being subject to obligations of confidentiality no less onerous than those set out in this Contract;
  - (iv) to the receiving party's Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)) but only to the extent that such Related Bodies Corporate have a need to know the Confidential Information for the purposes of this Contract, and subject to those Related Bodies Corporate being subject to obligations of confidentiality no less onerous than those set out in this Contract;
  - (v) to the receiving party's auditors that are subject to obligations of confidentiality no less onerous than those set out in this Contract; or
  - (vi) where the receiving party is compelled to do so by law, provided that it gives the disclosing party written notice prior to disclosure.